

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
INTERNAL CONTRACT DISTRIBUTION FORM**

A-06-201

6/26/2006

FROM:	Dennis Gregg, Deputy Director of Children and Family Services	
CONTRACTOR:	Global Drug Testing Services -	Drug Testing Servcies
TERM:	Effective 7/1/06 - 6/30/07 (Auto Renews Through 6/30/09)	

Send To:	NAME	TITLE / LOCATION
<input type="checkbox"/>	Dr. Joseph Alimasuya	Chief Child Psychiatrist – Stop 100, Heritage
<input type="checkbox"/>	Cornell Archie	Senior Systems and Procedures Analyst – Stop 144, CMC 3 rd Floor
<input type="checkbox"/>	Bonnie Burns	Senior Staff Analyst – Stop 144, CMC 3 rd Floor
<input type="checkbox"/>	Vicki Carrillo-Slimick	Social Services Program Manager – Stop 125, "L" Street 1 st Floor
<input type="checkbox"/>	Bruna Chavez	Staff Analyst – Stop 144, CMC 3 rd Floor
<input type="checkbox"/>	Joy Cronin	Social Services Program Manager – Stop 57, Crocker 4 th Floor
<input type="checkbox"/>	Laurie Haberman	Division Manager –Children's Mental Health – Stop 100, Heritage
<input type="checkbox"/>	Laura Haga	Staff Analyst – Stop 144, CMC 3 rd Floor
<input type="checkbox"/>	Wanda Hemmitt	Staff Analyst – Stop 144, CMC 3 rd Floor
<input checked="" type="checkbox"/>	Howard Himes	Principal Staff Analyst – Stop 144, CMC 3 rd Floor
<input type="checkbox"/>	Catherine A. Huerta	Assistant Director of Children & Family Services – Stop 144, CMC 3 rd Floor
<input type="checkbox"/>	Angela Jaime	Staff Analyst – Stop 144, CMC 3 rd Floor
<input type="checkbox"/>	Nancy McCart	Division Manager – Children's Mental Health – Stop 108, Heritage
<input checked="" type="checkbox"/>	Lauri Moore	Social Services Program Manager – Stop 143, CMC 4 th Floor
<input type="checkbox"/>	Toni Paxton	Senior Staff Analyst – Stop 144, CMC 3 rd Floor
<input type="checkbox"/>	Darrin Person	Staff Analyst – Stop 144, CMC 3 rd Floor
<input type="checkbox"/>	David Plassman	Social Services Program Manager – Stop 87, Crocker 3 rd Floor
<input type="checkbox"/>	Patty Poulsen	Social Services Program Manager – Stop 92, Crocker 2 nd Floor
<input type="checkbox"/>	Joseph Rangel	Staff Analyst – Stop 100, Heritage
<input type="checkbox"/>	Preet Sanghera	Senior Staff Analyst – Stop 100, Heritage
<input type="checkbox"/>	Joe Sebastian	Division Manager – Children's Mental Health – Stop 100, Heritage
<input type="checkbox"/>	Andrea Sobrado	Social Services Program Manager – Stop 124, "L" Street 2 nd Floor
<input type="checkbox"/>	Diana Sorondo	Senior Staff Analyst – Stop 144, CMC 3 rd Floor
<input type="checkbox"/>	Diana Yee	Principal Staff Analyst – Stop 144, CMC 3 rd Floor
<input checked="" type="checkbox"/>	Raymundo Zermeno	Staff Analyst – Stop 100, Heritage
<input type="checkbox"/>	Gary D. Zomalt	Director of Children & Family Services – Stop 144, CMC 3 rd Floor
<input checked="" type="checkbox"/>	Alice Jen-Otani	HS Finance – Stop 241, Seaport 2 nd Floor (5641)
<input type="checkbox"/>	Shari Shintaku	HS Finance – Stop 240, Seaport 2 nd Floor (5640)
<input type="checkbox"/>	Auditor-Controller/Treasurer-Tax Collector	Contracts Administration – Stop 5, Hall of Records 1 st Floor
<input type="checkbox"/>	Clerk to the Board of Supervisors	Stop 11, Hall of Records 3 rd Floor
<input type="checkbox"/>	Purchasing	Stop 25, 4525 E. Hamilton 2 nd Floor
<input checked="" type="checkbox"/>	Vendor Copy	Sent Via US. Mail
<input checked="" type="checkbox"/>	Anita Visu	Social Work Supervisor
<input type="checkbox"/>		
<input type="checkbox"/>		



Agenda Item 82

Dennis Greco
A-06-2d

RECEIVED

JUN 21 2006

DATE: June 13, 2006

TO: Board of Supervisors

DEPUTY DIRECTOR OF
CHILDREN & FAMILY SERVICES

FROM: Gary D. Zomalt, Director, Department of Children and Family Services

SUBJECT: *Gary D. Zomalt*
Agreement with Global Drug Testing Services for Drug Testing Services provided on behalf of the Department of Children and Family Services consumers

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute an Agreement with Global Drug Testing Services for drug testing services provided to the Department of Children and Family Services effective July 1, 2006 through June 30, 2007 (\$325,000).

The recommended action will allow for continuation of drug testing services for consumers involved with the Department of Children and Family Services. Drug testing provides objective information to the Department in assessing drug use, monitors individual progress in treatment, and ensures the safety of children reunifying with their parent(s). These services will be available to Fresno County at a cost of \$325,000, financed with Federal, State, and Social Services Realignment revenues, with no increase in net County cost.

FISCAL IMPACT:

There is no increase in net County cost associated with the recommended action. The maximum cost (\$325,000) will be financed with 39% Federal (\$126,750) and 41% State (\$133,250) Child Welfare revenues and 20% (\$65,000) Social Services Realignment funds. Ratios are based and are dependent upon the current Federal foster care penetration rate. Sufficient appropriations are included in the proposed FY 2006-07 Department of Children and Family Services Organization 56417436.

ADMINISTRATIVE OFFICE REVIEW

BOARD ACTION: DATE June 13, 2006

Betty Brown
APPROVED AS RECOMMENDED

Page 1 of 2
OTHER



Official Action of
Board of Supervisors
SE
Deputy

UNANIMOUS ☒ ANDERSON _____ CASE _____ LARSON _____ PEREA _____ WATERSTON _____

REGIONAL JOBS INITIATIVE IMPACT:

The recommended action has a direct impact on regional jobs as Global Drug Testing Services will maintain two positions.

DISCUSSION:

The prevalence of drug use as a major contributor of child abuse and/or neglect has led the Department to utilize drug testing as a critical tool in intervention with families involved with the Department's Child Welfare Services. These services provide empirical information to caseworkers, court and treatment providers regarding an individual's drug use and/or progress in treatment, and can be crucial in decisions regarding the removal or reunification of children with their families. Currently, over 800 individuals involved in Child Welfare Services are court-ordered to drug test. The existing Agreement with Global Drug Testing Services expires on June 30, 2006.

A Request for Proposal (RRP) was issued on February 16, 2006 for continuation of services that include urine, breath and hair testing, a managed random program and rural services. Approximately 49 potential vendors were notified and four (4) responses were received. A Bid Review Committee comprised of representatives from the Department of Children and Family Services, the Departments of Community Health and Probation, and the County Purchasing Division reviewed and rated the proposals according to responsiveness to the RFP and on a criterion of excellent to insufficient. The Committee unanimously recommended Global Drug Testing Services for funding.

Upon approval by your Board, the recommended Agreement authorizes the Director of Children and Family Services, or his designee: to approve minor changes in services and budget that do not result in a change to the maximum compensation; to automatically extend the Agreement for two (2) additional twelve (12) month periods unless written notice of non-renewal is given not later than thirty (30) days prior to the close of the current term; and to terminate the Agreement without cause, upon giving a advance 30-day written notice.

GDZ/rz

AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of June, 2006 by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **GLOBAL DRUG TESTING SERVICES**, a Sole Proprietorship, whose address is 38 West Morton Avenue, Porterville, CA 93257 hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, COUNTY, through its Department of Children and Family Services (DCFS), is in need of drug testing services for families involved in the Child Welfare Services system; and

WHEREAS, CONTRACTOR, is qualified and willing and to provide such services.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 952-4235 dated February 16, 2006, Addendum to said RFP issued March 6, 2006, CONTRACTOR's response to said RFP dated March 22, 2006, and CONTRACTOR's Letters to Purchasing dated April 10, 2006 and April 17, 2006 all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including Exhibit A, 2) to the RFP and Addendum, 3) to the Response to RFP, 4) Letters to Purchasing. A copy of COUNTY's RFP No. 952-4235, Addendum, CONTRACTOR's response and the Letters to Purchasing shall be retained and made available during the term of this Agreement by COUNTY's Department of Children and Family Services Administration.

B. Additionally, CONTRACTOR shall perform all services and fulfill all responsibilities as identified in Exhibit A, attached hereto and by this reference incorporated herein.

2. TERM

This Agreement shall become effective on the 1st day of July 2006 and shall terminate

1 on the 30th day of June 2007.

2 This Agreement shall automatically be extended for two (2) additional twelve (12)
3 month periods upon the same terms and conditions herein set forth, unless written notice of non-
4 renewal is given by either CONTRACTOR or COUNTY's DCFS Director, or designee not later than
5 thirty (30) days prior to the close of the current Agreement term.

6 **3. TERMINATION**

7 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
8 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
9 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
10 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

11 B. Breach of Contract - COUNTY may immediately suspend or terminate this
12 Agreement in whole or in part, where in the determination of COUNTY there is:

- 13 1) An illegal or improper use of funds;
14 2) A failure to comply with any term of this Agreement;
15 3) A substantially incorrect or incomplete report submitted to COUNTY;
16 4) Improperly performed service.

17 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
18 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.
19 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the
20 breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to
21 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of
22 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall
23 promptly refund any such funds upon demand or, at COUNTY's option; such repayment shall be
24 deducted from future payments owing to CONTRACTOR under this Agreement.

25 C. Without Cause - Under circumstances other than those set forth above, this
26 Agreement may be terminated by either CONTRACTOR or COUNTY's DCFS Director, or designee,
27 upon the giving of thirty (30) days advance written notice of an intention to terminate.

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1 **4. COMPENSATION**

2 It is understood the maximum amount COUNTY agrees to pay CONTRACTOR and
3 CONTRACTOR agrees to receive for services outlined under Paragraph One (1) of this Agreement
4 shall not exceed Three Hundred Twenty Five Thousand and No/100 Dollars (\$325,000.00) for the
5 period of July 1, 2006 through June 30, 2007. In no event shall services performed under this
6 Agreement be in excess of Three Hundred Twenty Five Thousand and No/100 Dollars (\$325,000.00)
7 during each twelve (12) month period of this Agreement. It is understood that all expenses incidental
8 to CONTRACTOR's performance of services under this Agreement shall be borne by
9 CONTRACTOR. If CONTRACTOR should fail to comply with any provision of this Agreement,
10 COUNTY shall be relieved of its obligation for further compensation. CONTRACTOR's and
11 COUNTY's obligations under this section shall survive the termination of this Agreement with respect
12 to services provided during the term of this Agreement without regard to the cause of termination of
13 this Agreement.

14 Payments by COUNTY shall be in arrears, for actual services provided during the
15 preceding month, within forty-five (45) days after receipt and approval of CONTRACTOR's invoices
16 by COUNTY's Department of Children and Family Services. If CONTRACTOR should fail to
17 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
18 compensation.

19 COUNTY shall not be obligated to make any payments under this Agreement if the
20 request for payment is received by COUNTY more than sixty (60) days after the date of termination of
21 this Agreement or the date of expiration of this Agreement, whichever occurs first.

22 **5. INVOICING**

23 CONTRACTOR shall invoice COUNTY monthly, in triplicate, by the tenth (10th) of
24 each month, for actual services provided the previous month, addressed to the Fresno County
25 Department of Children and Family Services - Administration, Center Mall Court, 2011 Fresno Street,
26 3rd Floor, Suite 301, Fresno, CA 93721 or via e-mail to: dcfsadministration@co.fresno.ca.us.

27 Invoices shall be accompanied by monthly reports and other documentation as required
28 by COUNTY, to support the invoiced expenditures. Reports and other documentation required will be

1 in a form and in such detail as acceptable to COUNTY's DCFS. No reimbursement for services shall
2 be made until the invoice is received and reviewed by DCFS. If an invoice is incorrect or is
3 otherwise not in proper form or substance, COUNTY shall have the right to withhold payment as to
4 only that portion of the invoice that is incorrect or improper after five (5) days prior notice to
5 CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90)
6 days after notification of an incorrect or improper invoice. If after said ninety (90) day period said
7 invoice(s) is still not corrected to COUNTY's satisfaction, COUNTY may elect to terminate this
8 Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

9 For services rendered herein, CONTRACTOR shall assure that an ongoing quality
10 assurance component is in place and is occurring. CONTRACTOR shall assure that records of drug
11 tests for each individual are of such detail that a review of said record will verify that appropriate
12 services were provided. If the record is unclear, incomplete, and/or indicates that appropriate services
13 were not provided, COUNTY reserves the right to withhold payment for the applicable unit(s) of
14 service.

15 **6. INDEPENDENT CONTRACTOR**

16 In performance of the work, duties, and obligations assumed by CONTRACTOR under
17 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
18 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
19 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
20 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no
21 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform
22 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to
23 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
24 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
25 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
26 directly or indirectly the subject of this Agreement.

27 Because of its status as an independent contractor, CONTRACTOR shall have
28 absolutely no right to employment rights and benefits available to COUNTY employees.

1 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
2 all legally required employee benefits. In addition, CONTRACTOR shall be solely responsible and
3 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
4 including compliance with Social Security, withholding, and all other regulations governing such
5 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
6 providing services to others unrelated to COUNTY or to this Agreement.

7 **7. MODIFICATION**

8 Any matters of this Agreement may be modified from time to time by the written
9 consent of all the parties without, in any way, affecting the remainder.

10 Notwithstanding the above, minor changes, as determined by COUNTY's DCFS
11 Director or designee may be made with the written approval of COUNTY's DCFS Director or
12 designee and CONTRACTOR. Minor changes may include, but are not limited to changes that will
13 not significantly alter the responsibilities identified in Paragraph One (1) and Exhibit A, and changes
14 in addresses to which notices or invoices are to be sent. Any changes to the services shall not result in
15 any change to the maximum compensation

16 **8. NON-ASSIGNMENT**

17 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
18 duties under this Agreement without the prior written consent of the other party.

19 **9. HOLD-HARMLESS**

20 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
21 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
22 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
23 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
24 agents or employees under this Agreement, and from any and all costs and expenses, including
25 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
26 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
27 of CONTRACTOR, its officers, agents or employees under this Agreement. In addition,
28 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit

1 exceptions resulting from noncompliance herein on the part of CONTRACTOR.

2 **10. INSURANCE**

3 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or
4 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
5 following insurance throughout the term of this Agreement:

6 A. Commercial General Liability

7 Commercial General Liability Insurance with limits of not less than One Million
8 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
9 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
10 COUNTY may require specific coverage including completed operations,
11 product liability, contractual liability, Explosion, Collapse, and Underground
(XCU), fire legal liability or any other liability insurance deemed necessary
because of the nature of this Agreement.

12 B. Automobile Liability

13 Comprehensive Automobile Liability Insurance with limits for bodily injury of
14 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person,
15 Five Hundred Thousand Dollars (\$500,000.00) per accident and for property
16 damages of not less than Fifty Thousand Dollars (\$50,000), or such coverage
17 with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00).
Coverage should include owned and non-owned vehicles used in connection with
this Agreement.

18 C. Professional Liability

19 If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N.,
20 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with
21 limits of not less than One Million Dollars (\$1,000,000.00) per occurrence,
Three Million Dollars (\$3,000,000.00) annual aggregate.

22 D. Worker's Compensation

23 A policy of Worker's Compensation Insurance as may be required by the
24 California Labor Code.

25 CONTRACTOR shall obtain endorsements to the Commercial General Liability
26 insurance naming the County of Fresno, its officers, agents, and employees, individually and
27 collectively, as additional insured, but only insofar as the operations under this Agreement are
28 concerned. Such coverage for additional insured shall apply as primary insurance and any other

1 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
2 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
3 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
4 written notice given to COUNTY.

5 Within thirty (30) days from the effective date of this Agreement shall provide
6 certificates of insurance and endorsements as stated above for all of the foregoing policies, as required
7 herein, to the County of Fresno, Department of Children and Family Services, 2011 Fresno Street Ste
8 301, Fresno, CA 93721, Attention: Contract Analyst, stating that such insurance coverages have been
9 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
10 responsible for any premiums on the policies; that such Commercial General Liability insurance
11 names the County of Fresno, its officers, agents and employees, individually and collectively, as
12 additional insured, but only insofar as the operations under this Agreement are concerned; that such
13 coverage for additional insured shall apply as primary insurance and any other insurance, or self-
14 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
15 contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance
16 shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given
17 to COUNTY.

18 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
19 herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this
20 Agreement upon the occurrence of such event.

21 All policies shall be with admitted insurers licensed to do business in the State of
22 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating
23 of A FSC VII or better.

24 11. RECORDS

25 A. Record Establishment and Maintenance - CONTRACTOR shall establish and
26 maintain records in accordance with those requirements prescribed by COUNTY with respect to all
27 matters covered by the Agreement. Except as otherwise authorized by COUNTY, CONTRACTOR
28 shall retain all other records for a period of five (5) years after receiving the final payment under this

1 Agreement or the earlier termination of this Agreement, or until State or Federal audit findings
2 applicable to such services are resolved, whichever is later.

3 B. Documentation - CONTRACTOR shall maintain a complete daily census of
4 clients served, data collection, and all statistical information required by DCFS. CONTRACTOR
5 shall maintain adequate records on each individual client to include all services provided in sufficient
6 detail to make possible an evaluation of services. All client records shall be maintained pursuant to
7 applicable State of California and Federal requirements concerning confidentiality.

8 C. Reports - CONTRACTOR shall submit to DCFS monthly fiscal and all program
9 reports as required by DCFS. CONTRACTOR shall also furnish to DCFS such statements, records,
10 data, and information as DCFS may request pertaining to matters covered by this Agreement. All
11 reports submitted by CONTRACTOR to COUNTY must be typewritten.

12 D. Suspension of Compensation - In the event CONTRACTOR fails to provide
13 reports specified in this Agreement, it shall be deemed sufficient cause for COUNTY to withhold
14 payments until there is compliance.

15 12. **CONFIDENTIALITY**

16 All services performed by CONTRACTOR under this Agreement shall be in strict
17 conformance with all applicable Federal, State of California and/or local laws and regulations relating
18 to confidentiality, including but not limited to, California Civil Code section 56 *et seq.*, California
19 Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety Code sections
20 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal
21 Regulations (C.F.R.) section 2.1 *et seq.* CONTRACTOR shall submit to COUNTY's monitoring of
22 said compliance with all State of California and Federal statutes and regulations regarding
23 confidentiality. CONTRACTOR shall ensure that no list of persons receiving services under this
24 contract is published, disclosed, or used for any other purpose except for the direct administration of
25 the program or other uses authorized by law that are not in conflict with requirements for
26 confidentiality.

27 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business
28 Associate of COUNTY, may use or disclose protected health information ("PHI") to perform

1 functions, activities or services for or on behalf of COUNTY, as specified in this Agreement, provided
2 that such use or disclosure shall not violate the Health Insurance Portability and Accountability Act
3 (HIPAA), U.S.C. 1320d *et seq.*, and its implementing regulations including but not limited to 45
4 C.F.R. Parts 142, 160, 162, and 164 (hereafter known as "the Privacy and Security Rules"). The uses
5 and disclosures of PHI may not be more expansive than those applicable to COUNTY, as the
6 "Covered Entity" under the Privacy Rule, except as authorized for management, administrative or
7 legal responsibilities of the Business Associate.

8 CONTRACTOR shall not use or further disclose PHI other than as permitted or required
9 by this Agreement, or as required by law.

10 CONTRACTOR shall implement administrative, physical and technical safeguards that
11 reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it
12 creates, receives, maintains, or transmits on behalf of COUNTY.

13 CONTRACTOR shall ensure that any agent, including a subcontractor to whom
14 CONTRACTOR provides PHI received from COUNTY, or to whom CONTRACTOR provides PHI
15 which is created on behalf of COUNTY, agrees to the same restrictions and conditions that apply to
16 CONTRACTOR with respect to such information.

17 CONTRACTOR shall report to COUNTY's DCFS Director or designee in writing
18 within five (5) working days of any security incident of which CONTRACTOR becomes aware. It is
19 understood that if the security incident is not corrected within sixty (60) of CONTRACTOR's written
20 notification to COUNTY's DCFS, CONTRACTOR acknowledges that the COUNTY's DCFS Director
21 or designee may terminate this Agreement in accordance to Paragraph Two (2) if COUNTY's DCFS
22 Director or designee determines that CONTRACTOR has violated a material term of this Agreement.

23 CONTRACTOR shall provide access, at the request of COUNTY, and in the time and
24 manner designated by COUNTY, to PHI in a designated record set (as defined in 45 C.F.R. §
25 164.501), to an individual or to COUNTY in order to meet the requirements of 45 C.F.R. §164.524
26 regarding access by individuals to their PHI.

27 CONTRACTOR shall make any amendment(s) to PHI in a designated record set at the
28 request of COUNTY, and in the time and manner designated by COUNTY in accordance with 45

1 C.F.R. § 164.526

2 CONTRACTOR shall provide to COUNTY or to an individual, in a timely and manner
3 designated by COUNTY, information collected in accordance with 45 C.F.R. § 164.528, to permit
4 COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in
5 accordance with 45 C.F.R. §164.538.

6 CONTRACTOR shall make internal records related to the use, disclosure, and privacy
7 protection of PHI received from COUNTY, or created/received by CONTRACTOR on behalf of
8 COUNTY, available to COUNTY or to the Secretary of the United States Department of Health and
9 Human Services for purposes of investigating or auditing COUNTY's compliance with the Health
10 Insurance Portability and Accountability Act, in a time and manner designated by COUNTY or the
11 Secretary.

12 CONTRACTOR shall, if feasible, return or destroy all PHI received from COUNTY's
13 DCFS, or created or received by CONTRACTOR on behalf of COUNTY's DCFS upon expiration or
14 termination of this Agreement. In the event that CONTRACTOR deems this infeasible,
15 CONTRACTOR shall notify COUNTY's DCFS of the conditions that make return or destruction
16 infeasible, and upon mutual agreement of the parties that return or destruction is infeasible, extend the
17 protections of this Agreement to the PHI in order to limit future disclosures of PHI by
18 CONTRACTOR.

19 The parties agree to take such action as is necessary to amend this Agreement as
20 necessary for COUNTY's DCFS to comply with the requirements of the Privacy and Security Rules
21 and the implementing regulations. Any such changes may be made with the written approval of
22 COUNTY's Compliance Privacy Officer or designee, and/or the Security Officer or designee should
23 the Security Officer obtain such authority from the Board of Supervisors.

24 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is
25 known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the
26 requirements of this Agreement.

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1 **13. CONFLICT OF INTEREST**

2 No officer, agent, or employee of COUNTY who exercises any function or
3 responsibility for planning and carrying out the services provided under this Agreement shall have any
4 direct or indirect personal financial interest in this Agreement. CONTRACTOR shall comply with all
5 Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be
6 applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of
7 COUNTY.

8 **14. LICENSES**

9 CONTRACTOR shall throughout the term of this Agreement maintain all necessary
10 licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of
11 services hereunder and required by the laws and regulations of the United States, State of California,
12 COUNTY and any other applicable governmental agencies. CONTRACTOR shall notify DCFS
13 immediately in writing of its inability to obtain or maintain all necessary licenses, permits, approvals,
14 certificates, waivers and exemptions, irrespective of the pendency of any appeal related thereto.
15 Additionally, CONTRACTOR shall comply with all other applicable rules or regulations, as may now
16 exist or be hereinafter changed.

17 **15. EVALUATION**

18 COUNTY's DCFS shall monitor and evaluate the performance of CONTRACTOR
19 under this Agreement to determine to the best possible degree the success or failure of the services
20 provided under this Agreement. At the discretion of COUNTY, a subcontractor may be obtained by
21 COUNTY to independently evaluate and monitor the performance of CONTRACTOR.
22 CONTRACTOR shall participate in the evaluation of the program at least quarterly or more
23 frequently, or as needed, at the discretion of COUNTY. CONTRACTOR shall participate in a
24 program review of the program at least yearly or more frequently, or as needed, at the discretion of
25 COUNTY. CONTRACTOR agrees to supply all information requested by COUNTY and/or the
26 subcontractor during the program evaluation, monitoring, and/or review.

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1 **16. LIMITED ENGLISH PROFICIENCY**

2 CONTRACTOR shall provide interpreting translation services to persons participating
3 in CONTRACTOR's services who have limited or no English language proficiency. Interpreter and
4 translation services shall be provided as necessary to allow such participants meaningful access to the
5 programs, services and benefits provided by CONTRACTOR. Interpreter and translation services,
6 including translation of CONTRACTOR's "vital documents" (those documents that contain
7 information that is critical for accessing CONTRACTOR's services as required by law) shall be
8 provided to participants at no cost to the participants. CONTRACTOR shall ensure that any
9 employees, agents, subcontractors, or partners who interpret or translate for a program participant, or
10 who directly communicate with a program participant in a language other than English, demonstrate
11 proficiency in the participant's language effectively communicate any specialized terms and concepts
12 peculiar to CONTRACTOR's services.

13 **17. NON-DISCRIMINATION**

14 During the performance of this Agreement, CONTRACTOR shall not unlawfully
15 discriminate against any employee or applicant for employment, or recipient of services, because of
16 race, religion, color, national origin, ancestry, physical disability, medical condition, marital status,
17 age or gender, pursuant to all applicable State of California and Federal statutes and regulations.

18 **18. AUDITS AND INSPECTIONS**

19 CONTRACTOR shall at any time during business hours, and as often as COUNTY may
20 deem necessary, make available to COUNTY for examination all of its records and data with respect
21 to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit
22 COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's
23 compliance with the terms of this Agreement.

24 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
25 CONTRACTOR shall be subject to the examination and audit of the State of California Auditor
26 General for a period of three (3) years after final payment under contract (California Government
27 Code section 8546.7).

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1 **19. NOTICES**

2 The persons having authority to give and receive notices under this Agreement and their
3 addresses include the following:

4 COUNTY

5 Director, Fresno County
6 Department of Children and
7 Family Services, Center Mall Court
8 2011 Fresno Street, 3rd Floor, Suite 301
9 Fresno, CA 93721

CONTRACTOR

 Janice McIntire, Owner
 Global Drug Testing Services
 38 West Morton Avenue
 Porterville, CA 93257

 Any and all notices between COUNTY and CONTRACTOR provided for or permitted
10 under this Agreement or by law shall be in writing and shall be deemed duly served when personally
11 delivered to one of the parties, or in lieu of such personal service, when deposited in the United States
12 Mail, postage prepaid, addressed to such party.

13 **20. GOVERNING LAW**

14 The parties agree that for the purposes of venue, performance under this Agreement is to
15 be in Fresno County, California.

16 The rights and obligations of the parties and all interpretation and performance of this
17 Agreement shall be governed in all respects by the laws of the State of California.

18 **21. ENTIRE AGREEMENT**

19 This Agreement, including all exhibits, COUNTY's RFP No. 952-4235,
20 CONTRACTOR's response and Letters to Purchasing thereto, and constitutes the entire agreement
21 between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
22 previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and
23 understandings of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3 ATTEST:

4 **CONTRACTOR:**
5 **GLOBAL DRUG TESTING SERVICES**

COUNTY OF FRESNO

6 By 

7 Print Name: JANICE MCINTIRE

8 Title: OWNER

9 Date: 05/18/06

By 

Chair, Board of Supervisors

Date: JUN 13 2006

10
11 BERNICE E. SEIDEL, Clerk
12 Board of Supervisors

13
14 By 

15 Tax I.D. No.: 77-0583153

16 Date: JUN 13 2006

17 Mailing Address:
18 38 West Morton Avenue
19 Porterville, CA 93257
20 Phone No.: (559) 781-8029
21 Contact: Janice McIntire, Owner

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28
**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

1 APPROVED AS TO LEGAL FORM:
2 DENNIS A. MARSHALL, COUNTY COUNSEL

3
4 By *D. Will*

Date: 5/26/06

5 APPROVED AS TO ACCOUNTING FORM:
6 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
7 TREASURER-TAX COLLECTOR

8
9 By *Vicki Crow*

Date: 6/3/06

10 REVIEWED AND RECOMMENDED FOR
11 APPROVAL:

12
13 By *CW for Gary D Zomalt*
14 Gary D. Zomalt, Director
15 Department of Children and Family Services

Date: 05/24/2006

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20 Fund/Subclass: 0001/10000
21 Organization: 56417436
22 Account/Program: 7870

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24
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26 GDZ:rz

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28 G:\CFSAdm\DCFS Contracts Online\ Global Drug Testing_FY2006-07.doc

Department of Children and Family Services
Drug Testing Services

Pricing

The following is the agreed upon price schedule for drug testing services included in the Contractor's Response to RFP #952-4235, and subsequent prices submitted through the bidder selection process and/or contract negotiation.

<u>Activity</u>	<u>Cost</u>
Urine Screen (Double EMIT process)	\$18.00 per test (all inclusive)
Alcohol Breathalyzer (Initial and Confirmation)	Included in above price
Hair Collection and Analysis	\$70.00 per sample
Hair Collection and Analysis - At any non-Global Collection site	\$85.00 per sample
GC/MS Confirmation- \$18.00 per test in addition to:	
0-10 GC/MS requests per month	No added charge
11-25 GC/MS requests per month	\$19.00 per sample
26-50 GC/MS requests per month	\$20.00 per sample
51-100 GC/MS requests per month	\$20.00 per sample
101+ GC/MS requests per month	\$21.00 per sample
Expanded Opiate Panel	\$96.00 per sample
Expanded amphetamine panel	\$42.00 per sample
Substitution of Additional Drugs (e.g. Barbiturates, Benzodiazepines, hallucinogenic drugs such as LSD, Mescaline, and Ecstasy)	Included in above \$18.00 price
Medical Review Officer	Included in above \$18.00 price

Rural Fresno County - The use and implementation of the following activities are subject to ongoing Department assessment of actual need in the rural areas. Changes to these options, or the development additional options may occur. This may include change in quoted price when mutually agreed upon between DCFS and Contractor.

Selma - Continued use of Selma Community Hospital for
Sample Collection in South East Fresno County

Included in standard price
\$18.00 /Double Emit Test including
Breathalyzer
\$70.00 Hair test

Use of Testing/Collection Sites in West Fresno

Description: In this option Global will arrange for testing/collection services through existing medical offices, labs, or other appropriate sites in key West Fresno County locations, such as in Mendota and Huron. These sites would provide collection, breathalyzer and storage activities. Services must be rendered in the same manner as expected and provided by Global Drug Testing Services, with the following exception: Should same gender staff not be available to conduct a direct observation of a sample void, the collection would be accepted as an unobserved sample. All collection protocols must be followed to ensure the non-observed sample is a valid, unadulterated, non-substituted sample. Subsequent test results should be reported in a manner that would indicate the sample was an unobserved collection.

Frequency of Sample Pick-up: At minimum Global staff will pick up collected samples at each individual site approximately on a weekly basis, defined as once every seven days. This may vary given actual days of testing, however, in general, should not exceed one pick-up per calendar week (52 / year). Global shall require and maintain documentation from the collection site of the number of samples picked up, signed by an authorized representative and by Global staff. There will be no pick-up if rural site has zero (0) samples and DCFS will not be charged for services if a pickup is erroneously made.

Flat rate surcharge for Rural Pick-up: Applied per pick-up when quantity of samples picked up is 1-9.

Huron: \$100.00 per pick-up
Mendota: \$ 90.00 per pick-up

Should other sites be added, the surcharge will be determined by approximate number of one-way miles to the rural site:

0-20 miles	No surcharge
21-45 miles	\$90 surcharge
46-65 miles	\$100.00 surcharge
66-80	\$120.00 surcharge

As volume at individual rural sites is currently unknown, the initial use of a Department of Transportation (DOT) approved saliva-based alcohol test (AlcoScreen 02) will be used for a determined trial period (2-3 months). DCFS will be charged \$2.00 per test. If volume of tests greater than 10 per month, per site Global will purchase a DOT Evidentiary Breath machine (EBT) to be operated by personnel at each site, and a breath test will be included with every sample collection, and cost will be included in the base Urine collection/screen. Should volume of tests be less than ten per month per site, DCFS may also request a transition to an EBT. Global will provide one at their cost at no additional charge to the DCFS, as described above.

Price - per individual rural site

Samples picked up:

0	No charge
1-9	Flat rate pickup surcharge \$32.00 per Urine Screen (Double EMIT process) Alcohol Breath - no charge with EBT
10-15	\$0 pick-up surcharge \$38.00 per Urine Screen (Double EMIT process) Alcohol Breath - no charge with EBT
16-20	\$0 pick-up surcharge \$35.00 per Urine Screen (Double EMIT process) Alcohol Breath - no charge with EBT
21+	\$0 pick-up surcharges \$30.00 per Urine Screen (Double EMIT process) Alcohol Breath - no charge with EBT
Single Alcohol testing device (DOT approved) (Such as the AlcoScreen 02)	\$2.00 per test

Service Protocols

Within 30 days of the effective date of the Agreement Contractor and DCFS will review established drug testing protocols, and make any and all changes necessary to meet the requirements of the current Request for Proposal #952-4235 and Contractor's response to said RFP. Components of these protocols include, but are not limited to:

- Referral process
- Rural services
- Medication information
- Implementation of closing hours
- GC/MS testing
- Training/Consultation