

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

918



FROM: Department of Public Social Services

SUBMITTAL DATE:
March 20, 2014

SUBJECT: Ratify and Approval of the Agreements between Riverside County Department of Public Social Services (DPSS) and Medtox Laboratories, Inc. for urine drug testing and specimen collection services [DISTRICT-ALL] [\$187,500] [Federal Funding: 48.12% State Funding: 32.65%; County Funding: 2.55%; Realignment Funding: 16.69%]

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 3/25/14 DATE
TELENA M. BOEVA

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chair of the Board to sign the attached Amendments # CS-01659-08 (\$180,000) and #AS-01696-06 (\$7,500) with Medtox Laboratories, Inc. for the period of July 1, 2013 through June 30, 2014 for an amount not to exceed \$ 187,500 annually, with zero (0) renewal options.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

BACKGROUND:
(Continued on page 2)

Susan von Zabern
Susan von Zabern
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 187,500	\$ 0	\$ 187,500	\$ 187,500	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 4,781	\$	\$ 4,781	\$ 4,781	

SOURCE OF FUNDS: Federal Funding: 48.12% State Funding: 32.65%;
County Funding: 2.55%; Realignment Funding: 16.69%; Other Funding: 0%
Budget Adjustment: No
For Fiscal Year: 13-14

C.E.O. RECOMMENDATION: APPROVE

BY: [Signature]
Jennifer Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 8, 2014
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: (June 4, 2011, 3.38)
(June 15, 2010, 3.22)

District: All

Agenda Number:

3-18

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Ratify and Approval of the Agreements between Riverside County Department of Public Social Services (DPSS) and Medtox Laboratories, Inc. for urine drug testing and specimen collection services

DATE: March 20, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary

Urine drug testing and specimen collection services are critical to the operations of both Children's Services (CSD) and In-Home Supportive Services Public Authority (IHSS PA). CSD is court ordered to provide both randomized and on-demand urine drug testing to assure parents involved with CSD maintain a drug-free lifestyle.

The IHSS Division requires drug and alcohol screenings of prospective IHSS Home Care Workers. The IHSS PA has an established Registry of Home Care Workers that are matched with elderly and disabled IHSS Consumers needing care. As part of the process of being placed on the Registry, the IHSS PA requires thorough background and drug/alcohol screenings on each Home Care Worker.

Impact on Residents and Businesses

This service provides much needed assistance to individuals who require IHSS services and/or parents who are involved with CSD.

SUPPLEMENTAL:

Additional Fiscal Information

Department of Social Services: Federal Funds 48.12%, State Funds 32.65%, County Cost 2.55% and Realignment Funding 16.69%.

Contract History and Price Reasonableness

As a result of Request for Proposal (RFP) DPARC-142 released December 23, 2009, the County received five proposals. The evaluation team thoroughly reviewed the contents of each proposal and scored each proposal based on the bidder's overall responsiveness to the RFP requirements, price reasonableness, references, financial status and the vendor's ability to meet the County's needs. Medtox Laboratories, Inc (MLI) was selected as the most responsive/responsible vendor, submitting an historical annual cost of \$219,667. On June 15, 2010, the Board approved Agreement # CS-01659 (\$204,667) and AS-01696 (\$15,000) with MLI for a cumulative amount of \$219,667 annually for 3 years.

County Purchasing released two Requests for Quote (RFQ) for Countywide Lab Diagnostic Services, PUARC-1271 was released on May 30, 2013 and PUARC-1271A was released on August 6, 2013. After a review of tests and services being conducted by Riverside County Regional Medical Center (RCRMC), Huron Consulting Group indicated that some of the testing and services that are currently provided by the contractor could be done by County Departments. Consequently, County Purchasing canceled the RFQ and issued RFP PUARC-1337 which was released on December 18, 2013 with an updated scope of work. The RFP closed February 11, 2014 and is currently in the evaluation process. The County will have a contract in place on or before June 30, 2014.

Therefore, at this time it is being requested that the Board execute the attached amendments to allow an extension to the current agreements #CS-01659 (\$180,000) and AS-01696 (\$7,500) with MLI in order to provide continuity of urine drug testing and specimen collection services until the RFP is awarded.

SvZ:mm

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
 AMENDMENT # 8 - Renewal
 PROFESSIONAL SERVICES CONTRACT WITH
 Medtox Laboratories Inc
 Renewal-Urine drug testing and specimen collection services

PROFESSIONAL SERVICES CONTRACT: CS-01659-08

CONTRACT TERM: July 1, 2013 through June 30, 2014

EFFECTIVE DATE OF AMENDMENT: July 1, 2013

MAXIMUM REIMBURSABLE AMOUNT: \$180,000.00

The agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and Medtox Laboratories Inc, hereinafter referred to as Contractor, is amended in the following particulars and no others:

1. DPSS and Contractor agree to renew, extend, and modify the Professional Services Contract as stated herein, inclusive of all previously executed amendments.
2. On the Recitals Page and every page thereafter, amend all references to the contract number to read CS-01659-08
3. On the Recitals Page under Contract Term, amend dates to read: "July 1, 2013 through June 30, 2014"
4. Amend section III. CONTRACTOR RESPONSIBILITIES, A. SCOPE OF SERVICE, 3. To read:
Provide a minimum number of drug specimen collection sites throughout Riverside County as listed in the table below. Modifications to this requirement are allowable if mutually agreed upon by both parties. A list of zip codes for each zone is attached hereto as Exhibit A of this agreement, and incorporated herein by this reference.

Zone	Minimum number of collection sites available Monday through Friday from 8:00 a.m. – 5:00 p.m. (PST)	Minimum number of collection sites available Monday through Friday from 5:00 p.m. – 8:00 a.m. (PST) and all day Saturday and Sunday
1	5	1
2	3	3
3	4*	0

*There must be a minimum of 1 collection site in Blythe.

5. Amend Section III. CONTRACTOR RESPONSIBILITIES, A. SCOPE OF SERVICE, 3.d. to read: "For the initial drug test, an immunoassay test must be used for each drug class tested. If the initial drug test is positive, a confirmatory drug test must be performed on a second aliquot from the original specimen bottle. Gas chromatography and mass

spectrometry (GC/MS) or liquid chromatography and mass spectrometry/mass spectrometry (LC/MS/MS) must be used as the confirmatory drug test.”

6. Amend Section III. CONTRACTOR RESPONSIBILITIES, A. SCOPE OF SERVICE, 3.i. to read: “Contractor shall assure that only those clients referred for on-demand testing, with proper authorization for after hours testing (Monday through Friday, after 5:00 p.m. plus Saturday and Sunday), be permitted to test after hours. No clients enrolled in the randomized drug testing shall be authorized to test after hours. Social Worker must send the on-demand testing authorization to collection site and MedTox Laboratories, Inc.”
7. Amend Section III. CONTRACTOR RESPONSIBILITIES, A. SCOPE OF SERVICE, 3.i. to read: “Notification of positive results shall be provided normally within 96 hours of **receipt at the laboratory**. Negative test results shall be provided normally within 48 hours, following receipt **at the laboratory**.”
8. Amend III. CONTRACTOR RESPONSIBILITIES, B. REPORTING to read: “The Contractor shall provide a monthly report within 30 days following the end of the month, separated by region including, but not limited to the following information. A list of regions is including in Exhibit D attached hereto and incorporated herein by this reference. The monthly report is to be sent to: contractreporting@riversidedpss.org.
 1. The number of all randomized tests;
 2. The number of all non-randomized tests;
 3. The number of all specimens collected
 4. The number of positive results; and,
 5. A start and end date for each client in the testing program.”
9. Amend Section “III. CONTRACTOR RESPONSIBILITIES, C. FISCAL, 1. MAXIMUM REIMBURSABLE AMOUNT”, to read: \$180,000.00
10. Amend Section “III. CONTRACTOR RESPONSIBILITIES, C. FISCAL, 2. UNIT OF SERVICE COST RATE to read:
 - a. Payment will be based on the total cost, per client, per test.

	Cost
Five-Panel Drug Screen	\$9.00
Ten-Panel Drug Screen	\$9.00
Ethyl Glucuronide (ETG) 80-Hour Test	\$13.50
Specimen Collection Fee Monday-Friday, 8:00 AM to 5:00 PM (PST)	\$20.00
After-hour and weekend drug testing specimen collection fee Monday-Friday, before 8:00AM or after 5:00 PM (PST) Saturday- Sunday, all day	\$20.00
Randomized Program Fee	\$2.00
When Collected Specimen is Unable to Be Tested:	\$7.00
Additional Fee for witnessing male specimen collection (Blythe only)	\$30.00

11. Amend Section "IV. GENERAL, A. EFFECTIVE PERIOD", to read:
"This Agreement is effective July 1, 2013 through June 30, 2014, with 0 (zero) additional renewal options."

The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of the Amendment #8 there are no renewal options to the Contract.

Riverside County

Medtox Laboratories Inc.

Jeff Stone
Jeff Stone,
Chairman, Board of Supervisors

P. Edwards
Pamela Edwards,
Associate Vice President

APR 08 2014

3/19/14

Date

Date

ATTEST:

KECIA M. BOEVA, Clerk

By: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Elena M. Boeva 3/25/14
ELENA M. BOEVA DATE

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT # 6 - Renewal
PROFESSIONAL SERVICES AGREEMENT WITH
Medtox Laboratories Inc
Urine drug testing and specimen collection services

PROFESSIONAL
SERVICES CONTRACT: AS-01696-06

CONTRACT TERM: July 1, 2013 through June 30, 2014

EFFECTIVE DATE
OF AMENDMENT: July 1, 2014

MAXIMUM REIMBURSABLE
AMOUNT: \$7,500.00

The agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and Medtox Laboratories Inc, hereinafter referred to as Contractor, is amended in the following particulars and no others:

1. DPSS and Contractor agree to renew, extend, and modify the Professional Services Contract as stated herein, inclusive of all previously executed amendments.
2. On the Recitals Page and every page thereafter, amend all references to the contract number to read: "AS-01696-06"
3. On the Recitals Page under Contract Term, amend dates to read: "July 1, 2013 through June 30, 2014"
4. On the Recitals Page, amend the first paragraph to read: "**WHEREAS**, the Riverside County In-Home Supportive Services Public Authority, hereinafter referred to as IHSS PA, desires to provide urine drug testing and specimen collection services for IHSS PA's Registry providers;"
5. Amend Section III. CONTRACTOR RESPONSIBILITIES, A. SCOPE OF SERVICE, 9.c. to read: "For the initial drug test, an immunoassay test must be used for each drug class tested. If the initial drug test is positive, a confirmatory drug test must be performed on a second aliquot from the original specimen bottle. Gas chromatography and mass spectrometry (GC/MS) or liquid chromatography and mass spectrometry/mass spectrometry (LC/MS/MS) must be used as the confirmatory drug test."
6. Amend Section III. CONTRACTOR RESPONSIBILITIES, A. SCOPE OF SERVICE, 9.g. to read: "Notification of positive results shall be provided normally within 96 hours of receipt at the laboratory. Negative test results shall be provided normally within 48 hours, following receipt at the laboratory."
7. Amend Section III.B "CONTRACTOR RESPONSIBILITIES" "REPORTING", to read:

"The Contractor shall provide a monthly report within 30 days following the end of the month, including but not limited to the following data elements: The monthly report is to be sent to: contractreporting@riversidedpss.org and JLDELAOS@riversidedpss.org.

1. The number of 10 Panel drug tests performed;
 2. The number of positive results;
 3. The number of positive results reviewed by Medical Review Officer;
 4. The number of negative results;
 6. The number of inconclusive/non-testable specimen collected.
8. Amend Section IV.A "GENERAL" "EFFECTIVE PERIOD", to read:
"This Agreement is effective July 1, 2013 through June 30, 2014, with no additional renewal options."

The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of the Amendment #6 with no renewal options to the Contract.

Riverside County

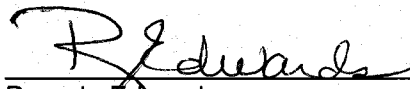
Medtox Laboratories Inc



Jeff Stone,
Chairman, Board of Supervisors

APR 08 2014

Date



Pamela Edwards,
Associate Vice President

3/19/14

Date


ATTEST:

KECIA HARPER-IHEM, Clerk

By 

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  3/25/14
ELENA M. BOEVA DATE