

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

11-2-16-4

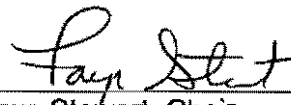
( ORDER / IN THE MATTER OF  
( AWARDING A THREE-YEAR PERSONAL  
( SERVICES CONTRACT (WITH THE  
OPTION OF RENEWAL) TO CASCADE  
HEALTH SOLUTIONS AND TO I3SCREEN  
FOR THE PURCHASE OF ALCOHOL AND  
DRUG TESTING.

**WHEREAS**, on November 2, 2010, the Lane County Department of Public Works placed a Request for Quotes on Lane County's Purchasing Website for requests for proposal for providers of alcohol and drug testing, CDL physicals, medical review officer, and related miscellaneous services; and

**WHEREAS**, the only responses to the request for proposals were received from Cascade Health Solutions and from i3screen, and the Director of Public Works recommends that these proposals be accepted and contracts awarded to Cascade Health Solutions and i3screen; and

**NOW THEREFORE, IT IS HEREBY ORDERED** that the proposal received from Cascade Health Solutions and the proposal received from i3screen be accepted as recommended and that a three-year personal services contract, (with the option of renewing said contract for two additional one-year terms) be awarded to Cascade Health Solutions in an amount not to exceed \$150,000, and that a three-year personal services contract, (with the option of renewing said contract for two additional one-year terms) be awarded to i3screen in an amount not to exceed \$30,000 in accordance with the proposal specifications, and the County Administrator be authorized to sign the contracts in substantially the form attached.

Effective date: 16th day of February, 2011.



\_\_\_\_\_  
Faye Stewart, Chair  
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 2-9-11 lane county

  
\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

## Cascade Health Solutions Bid

### Services Contract Cost by Year

<b>DOT</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Alcohol EBT	\$33	\$33	\$34	\$34	\$35
Urine Specimen	\$62	\$62	\$64.50	\$64.50	\$65
Random DOT Selection	\$9/participant	\$10.50/participant	\$11/participant	\$11.50/participant	\$12/participant
Workshop to train supervisors	No Charge	No Charge	No Charge	No Charge	No Charge
Employee Q&A Workshop	No Charge	No Charge	No Charge	No Charge	No Charge
Qtrly Reports	No Charge	No Charge	No Charge	No Charge	No Charge
Annual Reports	No Charge	No Charge	No Charge	No Charge	No Charge
Substance Abuse Professional or EAP evaluation	No charge is DIRECTION is County EAP	No charge is DIRECTION is County EAP	No charge is DIRECTION is County EAP	No charge is DIRECTION is County EAP	No charge is DIRECTION is County EAP
CDL Physical	\$86	\$89	\$92	\$95	\$98
<b>Non-DOT</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Urine Specimen - Methadone	\$34.75	\$36	\$36	\$37.50	\$37.50
Urine Specimen – Non-DOT	\$51	\$51	\$53	\$53	\$54
Random Methadone Selection	\$4/participant	\$4.50/participant	\$5/participant	\$5.50/participant	\$6/participant
Qtrly Reports	No Charge	No Charge	No Charge	No Charge	No Charge
Annual Reports	No Charge	No Charge	No Charge	No Charge	No Charge

### 13screen Bid – Future Years Costs for Non-DOT Only

#### Services Contract Cost by Year

<b>DOT</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Alcohol EBT	\$33				
Urine Specimen	\$55				
Random DOT Selection	\$2.50/participant				
Workshop to train supervisors	\$1,000 + travel expenses				
Employee Q&A Workshop	\$1,000 + travel expenses+ \$3/employee				
Qtrly Reports	No Charge				
Annual Reports	No Charge				
Substance Abuse Professional or EAP evaluation	Do not provide this				
CDL Physical	Do not provide this				
<b>Non-DOT</b>	<b>2011</b>				
Urine Specimen - Methadone	\$33				
Urine Specimen – Non-DOT	\$45				Not to exceed \$50
Random Methadone Selection	\$4/participant				
Qtrly Reports	No Charge				
Annual Reports	No Charge				

## PERSONAL SERVICES CONTRACT

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called County, and Cascade Health Solutions and Cascade Medical Associates, hereinafter called Contractor.

Whereas, County has a need for the type of personal services possessed by Contractor;

Whereas, Contractor desires to provide those personal services;

Now, therefore, the parties agree:

1. Contractor shall perform the professional Drug & Alcohol Testing and CDL Physical services for County as stated in the Request for Quotes – Alcohol & Drug Testing Services and CDL Physicals, attached and incorporated by this reference as Exhibit A and as further described in Contractor's Cascade Health Solutions - Lane County Public Works Request for Professional Services dated November 19, 2010, attached and incorporated by this reference as Exhibit B.

2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.

3. In consideration for Contractor's performance, County agrees to pay the fees as set forth in the Contractor's proposal; specifically as set forth in "Document 2 / Quote Sheet" included within Exhibit B. The amount of this contract will be understood to be the total sum of the amounts computed from the items based on the quantities required by County for the first 3 years indicated on said Quote Sheet, with the County having the option to obtain the additional services for year 4 as listed thereon upon 30 days notice in advance of said term, and to further have the option to obtain additional services for year 5 at the costs set forth in Document #2, Quote Sheet (Contract Year 2015), also upon 30 days notice in advance of that year. County shall award a minimum of \$100.00 of the material and/or services from all contract-awarded bidders.

4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.

5. The contract period shall be from January 1, 2011 – December 31, 2013, with the option to renew Contract for two (2) additional one (1) year terms.

6. The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor who is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract. Any subcontractor hired by the Contractor shall be similarly responsible.

7. Contractor will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.

8. Contractor is not currently employed by County, and will not be under the direct control of County.

9. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

10. County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.

12. The Contractor agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by Contractor or its officers, employees, subcontractors, or agents under this Contract.

13. Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

14. Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, County reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the Contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

15. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for

payment of damages resulting from Contractor's operation under this Contract.

16. By execution of this Contract, Contractor certifies under penalty of perjury that:

- a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
- b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

17. Contractor shall have all licenses and permits necessary to perform the Contract.

18. The County shall not be obligated to pay any amount greater than that stated above.

19. Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.

20. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they agree to present their disagreements to a mutually selected mediator. The mediation will occur in Lane County, Oregon. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

21. The parties may jointly agree to terminate this Contract and upon the terms of such termination. The County may terminate this Contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

22. **Waiver.** Failure of the County to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

23. Severability. If any provision of this Contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

LANE COUNTY, OREGON

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Liane I. Richardson  
Interim County Administrator

CONTRACTOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Business ID No.: \_\_\_\_\_

APPROVED AS TO FORM

Date \_\_\_\_\_ Lane County

\_\_\_\_\_  
LANE COUNTY OFFICE OF LEGAL COUNSEL

## PERSONAL SERVICES CONTRACT

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called County, and i3screen, hereinafter called Contractor.

Whereas, County has a need for the type of personal services possessed by Contractor;

Whereas, Contractor desires to provide those personal services;

Now, therefore, the parties agree:

1. Contractor shall perform the professional Pre-Employment, Post-Accident, and Reasonable Suspicion non-DOT Drug & Alcohol Testing services for County as stated in the Request for Quotes – Alcohol & Drug Testing Services and CDL Physicals, attached and incorporated by this reference as Exhibit A and as further described in Contractor's i3screen Proposal – Lane County, Oregon / Department of Public Works – Alcohol & Drug Testing Services dated November 24, 2010, attached and incorporated by this reference as Exhibit B.

2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.

3. In consideration for Contractor's performance, County agrees to pay the fees as set forth in the Contractor's proposal; specifically as set forth in "Document 2 / Quote Sheet" included within Exhibit B. The amount of this contract will be understood to be the total sum of the amounts computed from the items based on the quantities required by County and as set forth in the quote sheet for the first year of services, and thereafter the price will remain the same for each succeeding year and option year, except to the extent Contractor's suppliers increase direct charges to Contractor for these services, in which case the price for future years may be increased in accordance with said increases, not to exceed the charge of \$50.00 per test for non-DOT tests. County shall award a minimum of \$100.00 of the material and/or services from all contract-awarded bidders.

4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.

5. The contract period shall be from January 1, 2011 – December 31, 2013, with the option to renew Contract for two (2) additional one (1) year terms.

6. The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor who is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract.



Any subcontractor hired by the Contractor shall be similarly responsible.

7. Contractor will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.

8. Contractor is not currently employed by County, and will not be under the direct control of County.

9. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

10. County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.

12. The Contractor agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by Contractor or its officers, employees, subcontractors, or agents under this Contract.

13. Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

14. Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, County reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the Contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

15. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

16. By execution of this Contract, Contractor certifies under penalty of perjury that:

- a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
- b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

17. Contractor shall have all licenses and permits necessary to perform the Contract.

18. The County shall not be obligated to pay any amount greater than that stated above.

19. Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.

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If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

21. The parties may jointly agree to terminate this Contract and upon the terms of such termination. The County may terminate this Contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

22. Waiver. Failure of the County to enforce any provision of the Contract shall

not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

23. Severability. If any provision of this Contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

LANE COUNTY, OREGON

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Liane I. Richardson  
Interim County Administrator

CONTRACTOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business ID No.: \_\_\_\_\_

APPROVED AS TO FORM

Date \_\_\_\_\_ Lane County

\_\_\_\_\_  
LANE COUNTY OFFICE OF LEGAL COUNSEL