

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 7, 2019	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Department of Public Works and Transportation APPROVING PARTY: Tim H. Beals, Director PHONE NUMBER: 530-289-3201

AGENDA ITEM: Agreement between the County and Tahoe Forest Hospital in Truckee for drug and alcohol testing services.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Tahoe Forest Hospital is requiring a new agreement (not being able to find a signed version of a former agreement) for drug and alcohol testing services for the County of Sierra, including the federally required random testing services under the DOT.

FUNDING SOURCE: SERVICES ARE PAID BY THE DEPARTMENT REQUIRING THE SERVICE
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

**TAHOE FOREST HOSPITAL DISTRICT
TAHOE WORX – OCCUPATIONAL HEALTH AND WELLNESS
PROFESSIONAL SERVICES AGREEMENT**

COMPANY INFORMATION

Business Name	County of Sierra	
Contact / Email	Tim Beals, Director / tbeals@sierracounty.ca.gov	
Additional Contact	Lynnea White, Fiscal Manager / lwhite@sierracounty.ca.gov	
Mailing Address	PO Box 98 Downieville, CA 95936	
Phone	(530) 289-3201	Fax (530) 289-2828

This Tahoe WoRx Occupational Health and Wellness Professional Services Agreement is made and entered into as of the Effective Date herein, by and between Tahoe Forest Hospital District and County of Sierra and shall replace any prior agreement(s) made by and between Tahoe Forest Hospital District and County of Sierra. If any provision in this Professional Services Agreement conflicts with the provisions of any other agreement, contract, arrangement, oral or written, between the parties, the provisions in this Agreement shall be deemed to control and such conflicting provision or part of the other agreement, contract or arrangement shall be deemed removed and replaced with the governing provision in this Section to the extent necessary to reconcile the conflict.

Tahoe Forest Hospital District agrees to provide laboratory testing, including drug and alcohol testing, as required by the County of Sierra and as available by Tahoe Forest Hospital District according to the days and hours listed below.

Retail Fee Schedule will be incorporated by reference. Any updates or changes to pricing, not to exceed ten percent (10%) for any given year, will be made automatically on July 1st of each year during the term of this Agreement. You will receive a copy of current pricing on an annual basis and as requested by contacting hfragoso@tfhd.com.

No Appointment necessary for vaccine/titers/ TB skin testing (no TB skin tests will be done on Thursdays).

Physical exam location and appointment scheduling:

Tahoe WoRx/Tahoe Forest Health Clinic
10956 Donner Pass Rd. #230
Truckee, CA 96161
530.582.3277
Hours: M, T, W, F 8am-4pm & Th 9am-4pm

Physical therapy location and appointment scheduling:

Tahoe Center for Health and Sports Performance
10710 Donner Pass Rd.
Truckee, CA 96161
530.587.1062

Scheduled appointments preferred for all drug tests except post-accident or reasonable suspicion (for cause).

Drug screen specimen collection locations:

PREFERRED LOCATION DURING REGULAR BUSINESS HOURS

10956 Donner Pass Rd. # 230, Truckee, CA 96161
530.582.3277 Fax 530.550.6722

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TAHOE FOREST HOSPITAL DISTRICT
TAHOE WORX – OCCUPATIONAL HEALTH AND WELLNESS
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Tahoe WoRx/Tahoe Forest Health Clinic (scheduled direct observe for NIDA follow-up and return-to-work available at this location)

10956 Donner Pass Rd. #230
Truckee, CA 96161
530.582.3277

Hours: M, T, W, F 8am-4pm & Th 9am-4pm (CLOSED 11:30am-1:00pm for staff meetings Nov-April)

Or Tahoe Forest Hospital Lab (direct observe tests for NIDA follow-up or return-to-work are not available at this location)

10121 Pine Ave.
Truckee, CA 96161
530.582.3401

Hours: M-F, 7am–5pm (for Breath Alcohol Testing)
After hours and weekends speak with one of the laboratory assistants.

Or Incline Village Community Hospital Laboratory

880 Alder Ave.
Incline Village, NV
775.832.3810 ext. 6

Hours: M-F, 10am – 3pm

Breath Alcohol Testing collection:

One-day notice is preferred for random screenings.

Test for cause; please call prior to employee coming to lab.

Test will be performed at:

Tahoe Forest Hospital Lab
10121 Pine Ave.
Truckee, CA 96161
530.582.3401 (ask for supervisor or director)

Hours: M-F, 7am – 5pm
After hours and weekends speak with one of the laboratory assistants.

Effective Date and Term

This agreement commences on May 7, 2019 and shall remain in effect for a period of one (1) year and shall automatically renew for three additional one-year periods thereafter.

Termination

Tahoe Forest Hospital District and the above listed Company may terminate this Agreement, with or without cause, by giving the other party not less than 30 days prior written notice of such termination.

Indemnification

Tahoe Forest Hospital District and the above listed Company agree to indemnify and hold each other harmless from loss, damage or costs (including reasonable attorney's fees and costs, court costs and other expenses incurred in defense of any claim) that have been determined by settlement or adjudication to have resulted from, or risen out of, acts or omissions related to the performance of the respective parties' obligations under this Agreement, except for loss, damage or costs arising from the sole negligence or willful misconduct of the party seeking to be held harmless. This provision shall apply to any adverse actions arising from any negligence or intentional tort of either party or any of its agents, contractors or employees, except to those actions arising from the sole negligence or willful misconduct of the party seeking to be held harmless.

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**TAHOE FOREST HOSPITAL DISTRICT
TAHOE WORX – OCCUPATIONAL HEALTH AND WELLNESS
PROFESSIONAL SERVICES AGREEMENT**

Fees & Billing

Tahoe Forest Hospital District/Tahoe WoRx agrees to bill employer monthly for any services rendered. The above listed Company agrees to pay Tahoe Forest Hospital District/Tahoe WoRx for services rendered above within thirty (30) days following receipt of Tahoe Forest Hospital District/Tahoe WoRx invoice. The Company shall submit payments via check to Tahoe Forest Hospital District/Tahoe WoRx, 10956 Donner Pass Rd. #230, Truckee, CA 96161.

Miscellaneous

This Agreement will be interpreted under the California law. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in Nevada County, California. This Agreement supersedes all prior oral agreements and understandings between the parties. Except as otherwise provided under the pricing terms herein, all amendments to this Agreement must be agreed to in writing, signed by both parties, in advance of the effective date. If any provision of this Agreement is deemed unenforceable, all other provisions will be deemed severable and enforceable to the full extent permitted by law. This Agreement may be signed in one or more copies, including facsimile, each of which equally evidences this Agreement. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision. There are no intended third party beneficiaries of any right or obligation of the Parties. Paragraph titles are inserted as a matter of convenience and in no way define or limit the scope of this Agreement.

All notices under this Agreement shall be in writing sent by electronic mail, registered mail, certified mail, or facsimile, confirmed by subsequent copy sent by first class mail to the Party's address listed below.

Agreed to:

	Tim H. Beals, Director	May 7, 2019
Employer Signature	Name	Date
Tahoe Forest Hospital District		
	Name	Date

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Commented [AU1]: Is this a service we need them to provide for us? I thought it was just drug and alcohol testing. If we don't need it, I would take it out.

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Commented [AU2]: Suggest putting in date of Board meeting approved.

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Agreed to:

_____	Tim H. Beals	5/7/19
Employer Signature	Name	Date
_____	Name	Date
Tahoe Forest Hospital District		

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