# Sierra County Board of Supervisors’ Agenda Transmittal & Record of Proceedings

**MEETING DATE:** May 7, 2019  
**TYPE OF AGENDA ITEM:**  
☐ Regular  ☐ Timed  ☒ Consent  

**DEPARTMENT:** Department of Public Works and Transportation  
**APPROVING PARTY:** Tim H. Beals, Director  
**PHONE NUMBER:** 530-289-3201

<table>
<thead>
<tr>
<th>AGENDA ITEM:</th>
<th>Agreement between the County and Tahoe Forest Hospital in Truckee for drug and alcohol testing services.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPPORTIVE DOCUMENTS ATTACHED:</td>
<td>☐ Memo  ☐ Resolution  ☒ Agreement  ☐ Other</td>
</tr>
<tr>
<td>BACKGROUND INFORMATION:</td>
<td>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.</td>
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<tr>
<td>FUNDING SOURCE:</td>
<td>Services are paid by the department requiring the service</td>
</tr>
<tr>
<td>GENERAL FUND IMPACT:</td>
<td>General Fund Impact</td>
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<tr>
<td>OTHER FUND:</td>
<td></td>
</tr>
<tr>
<td>AMOUNT:</td>
<td>$ N/A</td>
</tr>
<tr>
<td>ARE ADDITIONAL PERSONNEL REQUIRED?</td>
<td>☐ Yes, --  --  ☒ No</td>
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<tr>
<td>IS THIS ITEM ALLOCATED IN THE BUDGET?</td>
<td>☒ Yes  ☐ No</td>
</tr>
<tr>
<td>IS A BUDGET TRANSFER REQUIRED?</td>
<td>☐ Yes  ☒ No</td>
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<tr>
<th>BOARD ACTION:</th>
<th>☐ Approved  ☐ Approved as amended  ☐ Adopted  ☐ Adopted as amended  ☐ Denied  ☐ Other  ☐ No Action Taken</th>
</tr>
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<tbody>
<tr>
<td>☐ Set public hearing  For: ____________________________</td>
<td>Resolution 2019- ____________</td>
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<tr>
<td>☐ Direction to: ____________________________</td>
<td>Agreement 2019- ____________</td>
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<tr>
<td>☐ Referred to: ____________________________</td>
<td>Ordinance ____________________</td>
</tr>
</tbody>
</table>
| ☐ Continued to: ____________________________ | Vote:  
| ☐ Authorization given to: ____________________________ | Ayes:  
| | Noes:  
| | Abstain:  
| | Absent:  
| | ☐ By Consensus |

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<th>COMMENTS:</th>
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| CLERK TO THE BOARD | Date |
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_
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.
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:

<table>
<thead>
<tr>
<th>Employer Signature</th>
<th>Tim H. Beals, Director</th>
<th>May 7, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tahoe Forest Hospital District</td>
<td>Name</td>
<td>Date</td>
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530.582.3277  Fax 530.550.6722

G:\Public\Occ Health\Employer Contracts\
Tahoe Forest Hospital District
Tahoe WoRx – Occupational Health and Wellness
Professional Services Agreement

Preferred Location During Regular Business Hours
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Commented [AU2]: Suggest putting in date of Board meeting approved.
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Agreed to:

Employer Signature ___________________________ Name Tim H. Beals ___________________________ Date 5/7/19

Tahoe Forest Hospital District ___________________________ Name ___________________________ Date