



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Sheriff's Office



Date: July 11, 2012
Board Meeting Date: August 14, 2012
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Greg Munks, Sheriff

Subject: Agreement with Specimen Specialists of America Inc. for forensic phlebotomy services

RECOMMENDATION:

Adopt a Resolution authorizing an agreement with Specimen Specialists of America Inc. for the provision of forensic phlebotomy services from September 1, 2012 through June 30, 2015 in the amount of \$290,000

BACKGROUND:

In the course of law enforcement activities, it is necessary to gather forensic evidence to aid in the prosecution of individuals accused of a crime. Evidence can be gathered in many ways including withdrawing blood from individuals involved in a motor vehicle collision who voluntarily wish to have a forensic blood specimen taken or public safety personnel involved in critical incidents such as an officer involved shooting or vehicle accident.

In April 2012, a Request for Proposals (RFP) was issued for phlebotomy services. Two vendors submitted proposals and Specimen Specialists of America, Inc. was selected. Timely response, clear procedures associated with chain of custody of evidence, and price per draw were considerations for the selection of Specimen Specialists of America, Inc.

DISCUSSION:

Phlebotomy services to be provided under the agreement with Specimen Specialists of America, Inc. consist of the collection of blood specimen evidence to be used in the prosecution of driving under the influence and other crimes. This evidence gathering will occur at locations throughout the County as well as at Stanford Medical Center and San Francisco General Hospital. The agreement amount is projected based on the average use of 2,040 draws annually and the flat rate per draw of \$49.85, which is 48% less than the \$95 basic per draw rate charged by the previous vendor. The agreement

mandates strict compliance with blood draw procedures and that the phlebotomists arrive at the blood draw site within 40 minutes of dispatch. The agreement further mandates compliance with subpoenas and providing testimony at no additional charge.

The Sheriff's Office requests your Board to authorize the Sheriff or Sheriff's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000, in aggregate, and/or modify the contract term and/or services so long as the modified term of services is/are within the current or revised fiscal provisions.

The contractor has assured compliance with the County's Contractor Employee Jury Duty Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

The Resolution and agreement have been reviewed and approved by County Counsel as to form. The contractor meets the insurance certification requirements.

This agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by assuring timely response to public safety incidents and that evidence is gathered in a timely fashion.

PERFORMANCE MEASURES:

Measures	FY 2011-12 Actual	FY 2012-13 Projected
Blood draws per month	170	170
Percentage of times a phlebotomist is at a designated site within 40 minutes of telephone request	90%	98%

FISCAL IMPACT:

The term of the agreement is September 1, 2012 through June 30, 2015, in an amount not to exceed \$290,000. Funds for these services are included in the Sheriff's Office FY 2012-13 Recommended Budget and will be included in subsequent budgets for the term of the agreement. The Sheriff's Office invoices most Forensic Laboratory client agencies for requested phlebotomy services. The Sheriff's Office does not invoice certain agencies that request phlebotomy services within the Sheriff's direct service areas including unincorporated areas and contract cities. These agencies include the San Francisco International Airport, California Highway Patrol (CHP) and recently added service cities of Half Moon Bay, Millbrae, and San Carlos. The Sheriff's Office does not invoice the State for phlebotomy services provided to CHP due to the Sheriff Office's receipt of Title 17 funds upon DUI conviction. There is no additional Net County Cost associated with approving this agreement.