
AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND SPECIMEN SPECIALISTS OF AMERICA, INC.

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Specimen Specialists of America, Inc., hereinafter called "Contractor";

WITNESSETH:

***WHEREAS**, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;*

***WHEREAS**, it is necessary and desirable that Contractor be retained for the purpose of forensic phlebotomy services;*

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A - Services
- Exhibit B - Payments and rates
- Exhibit C - Contractor's RFP Response

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **TWO HUNDRED NINETY DOLLARS AND NO CENTS, [\$290,000.00].**

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **SEPTEMBER 1, 2012** through **JUNE 30, 2015**.

This Agreement may be terminated by Contractor, the Sheriff or Sheriff's designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. AVAILABILITY OF FUNDS

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. HOLD HARMLESS

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. INSURANCE

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|--|-------------|
| 1) Comprehensive General Liability | \$1,000,000 |
| 2) Motor Vehicle Liability Insurance | \$1,000,000 |
| 3) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. NON-DISCRIMINATION AND OTHER REQUIREMENTS

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;

- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT

- A. Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- C. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. MERGER CLAUSE

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. CONTROLLING LAW AND VENUE

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Sheriff's Office
ATTN: Sheriff
400 County Center, 3rd Floor
Redwood City, CA 94063

In the case of Contractor, to:

Specimen Specialists of America, Inc.
ATTN: Annette Filice
2003-A Opportunity Drive, Suite 5
Roseville, CA 95678

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

SPECIMEN SPECIALISTS OF AMERICA, INC.

BY: _____
(SIGNATURE)

(PRINTED NAME)

DATE: _____

EXHIBIT A

SERVICES

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. SERVICES TO BE PERFORMED BY THE CONTRACTOR.

- A. Gather forensic evidence to aid in the prosecution of individuals (s) accused of a crime. Contractor will assist in gathering evidence by withdrawing blood from:
- Arrested or incarcerated individuals
 - Individuals involved in a motor vehicle collision who voluntarily wish to have forensic blood specimen taken
 - Public safety personnel involved in critical incidents (e.g. officer involved shooting, vehicle accident, etc.)

- B. Contractor will provide on-site phlebotomy services when requested by County or law enforcement agencies within the County. Blood withdrawal services will be provided at law enforcement agencies in the County and at other sites which include:

Maguire Correctional Facility	300 Bradford Street	Redwood City
Women's Correctional Center	1590 Maple Street	Redwood City
First Chance Drop-off Center	335 Quarry Road	Belmont
Kaiser Redwood City	1150 Veterans Blvd.	Redwood City
Kaiser South San Francisco	1200 El Camino	So. San Francisco
Mills-Peninsula Hospital	1783 El Camino	Burlingame
San Francisco General Hospital	1001 Potrero Ave.	San Francisco
San Mateo Medical Center	222 39 th Ave.	San Mateo
Sequoia District Hospital	170 Alameda de las Pulgas	Redwood City
Seton Medical Center Daly City	1900 Sullivan	Daly City
Seton Coastside	Marine Blvd. & Etheldore	Moss Beach
Stanford University Medical Center	300 Pasteur Drive	Palo Alto

- C. Provide on-site phlebotomy services 24 hours / 7 days a week / 365 days of the year. A phlebotomist will arrive on-site within 40 minutes of receiving notification.
- D. Obtain blood alcohol kits and supplies (including needles, syringes) from the Sheriff's Office Forensic Laboratory, which will be provided without charge. Other equipment and supplies, such as genetic marker kits will be provided by the Sheriff's Office at the Maguire Correctional Facility. If warranted, Contractor will assign a lead phlebotomist to coordinate the local distribution of supplies.

- E. Appear in court, when requested by County, at the requested time for cases as a result of services rendered pursuant to subpoena at no additional cost to County.
- F. Contact designated County staff or First Chance Manager monthly to discuss any concerns, issues, and exchange information. Contractor will be available to meet if requested during the regular work week hours to discuss any issues related to Contractor's services.
- G. Bring supplies from the Sheriff's Office Crime Lab to First Chance Drop-off Center and to other non-medical sites. Contractor will supply Sharps disposal containers, tourniquets, gloves, and will include a copy of declaration of person qualified to perform ventipuncture.
- H. County will be single point of contact for all operational issues requiring attention and resolution. Contractor will not directly approach the various law enforcement agencies. Contractor will meet regularly at the request of County to address any operational issues.
- I. Assign phlebotomists as needed for any scheduled DUI Strike operations.
- J. Provide regular statistical and management reports as requested by County.

II. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR.

- A. Phlebotomists must be certified by the California State Department of Health Services to draw blood in accordance with sound medical practices.
- B. All phlebotomists provided by Contractor will require a Sheriff's background check prior to being allowed in the Correctional Facilities.
- C. Phlebotomists may be required to participate in blood-draws with or without the consent of the individual, as required by the presenting situation.

EXHIBIT B

PAYMENTS & RATES

In consideration of the services set forth in Exhibit A, Contractor shall County according to the following payments and rates:

I. RATES.

A. County agrees to pay Contractor according to the following rates for the services set forth in Exhibit A:

1. Per draw Charge \$49.85
2. Cancelled Requests (Dry Runs) \$49.85
3. Court time..... no charge
4. Travel time no charge

B. If the services below are requested by County, County agrees to pay Contractor according to the following rates:

1. Urine Collection \$49.85 per collection
2. DNA Collection..... \$49.85 per collection

II. METHOD OF PAYMENT.

A. Invoicing Procedures.

1. Contractor shall submit **MONTHLY** invoices to the following:

San Mateo County Sheriff's Office
Forensic Laboratory
50 Tower Road
San Mateo, CA 94402-4035

2. County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:

- Agreement number
- Detailed statement of services/work completed for the invoiced period.
- A report (as an attachment) capturing the following information:
 - Service date
 - Requesting agency
 - Agency case number
 - Officer
 - Badge Number
 - Suspect's name
 - Offense
 - Phlebotomist
 - Location

B. Contractor shall prepare and submit a monthly invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall **not exceed \$290,000.00** during the term of this agreement. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

EXHIBIT C

Contractor's RFP Response

The "Proposal RFP 2012-0409-SO Forensic Phlebotomy Services" submitted by Specimen Specialists of America Inc., is hereby incorporated in its entirety by reference into this Agreement. Should Contractor's RFP proposal conflict with the signed agreement between San Mateo County and Contractor, the Agreement will prevail.

May 4, 2012

Attn: Alex Karagianes
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063

Re: RFP 2012-0409-SO Forensic Phlebotomy Services

Dear Mr. Karagianes,

We have extensively analyzed the above-mentioned RFP and are excited to have the opportunity to submit the enclosed response. Enclosed is our proposal which we believe will provide both significant cost savings as well as enhanced service for the San Mateo County Sheriff's Office.

Please call or email if you have any questions or require any additional clarification regarding this proposal. I can be reached by phone at (800) 568-6808 x115, via email at afilice@ssoai.com, or by fax at (916)677-0287. For correspondence by mail, please use the following address:

Attn: Annette Filice
Specimen Specialists of America
2003-A Opportunity Drive, Suite #5
Roseville, CA 95678

As an officer of Specimen Specialists of America, Inc., I am authorized to commit our organization to the terms of this proposal, and I will represent our company in any negotiations.

Respectfully Submitted,



Annette Filice
Vice President
Specimen Specialists of America





Proposal

FOR

RFP 2012-0409-SO – Forensic Phlebotomy Services

Submitted to:

San Mateo County Sheriff's Office Forensic Laboratory
Attn: Alex Karagianes
400 County Center
Redwood City, CA 94063
Email: akaragianes@smcgov.org

Submitted by:

**Specimen Specialists of America, Inc.
2003-A Opportunity Dr, Suite #5,
Roseville, CA 95678
800-568-6808**

May 4th 2012

Tab 1 – Firm Qualifications and Experience

- a. **Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.**

Statement of Qualifications

OVERVIEW

Our only business is human specimen collection, which gives our clients the benefit of engaging a firm that specializes in the scope of work identified. We have one of the largest resource bases for this type of application in the country. Our phlebotomists and collectors are trained professionals that understand the sensitive nature of the sample collection process, ensuring the highest quality and consistency in testing results.

QUICK FACTS

- Legal Name: Specimen Specialists of America, Inc. (SSI)
- Corporate Address: 2003-A Opportunity Dr, Ste 5, Roseville, CA 95678
- Years in Business: 21
- State of Incorporation: California.
- Staff: 197
- Collectors in Network: >5000
- Coverage Area: All 50 states
- Coverage Hours: 24/7
- Call Center: 2 locations in California
- Insurance: General, Auto, Professional Liability, Workers' Compensation
- Professional Affiliations: DATIA, SAPAA, SAMHSA, AABB, CLIA and CAP Certified Laboratories
- WMBE: Recognized as a Women's Business Enterprise by the Women's Business Enterprise National Council in partnership with Astra Women's Business Alliance.

SERVICES

Our service approach is to deliver positive results through a well-executed plan. We possess the knowledge, experience, resources, and, most importantly, the desire to provide outstanding service. We have a proven track record with high volumes and distributed collections. Each of our programs is tailored to meet individual client needs.

Forensic Collections

Law enforcement agencies have a unique set of needs for human specimen collections, ranging from response time requirements to safety issues. As a leading provider of mobile phlebotomy services, Specimen Specialists of America has been committed to providing clients with tailored solutions for nearly twenty years.

Features:

- Client-centric personnel
- Competitive pricing
- Standard operating procedure protocols
- 24/7/365 dispatch (jails, hospitals, DUI checkpoints, substations, accident locations, other facilities)
- Response time requirement adherence
- Difficult draw experience (from combative suspects to IV drug users)
- Chain-of-custody requirements strictly followed

- Supply chain management
- Court appearances
- Ongoing training

Additional Benefits:

- Award-winning dispatch service (Our dispatch center has received the prized ATSI Award of Excellence consecutively for several years.)
- Customizable solution development
- Web-based technology tools with real-time information access
- Benchmarking and measurement development
- Dissemination and implementation of best practices

Our commitment is simple: provide a fast, accurate, and professional response to each dispatch request. Our goal is to meet or exceed response time requirements in order to get officers back in the field quickly.

Urine Drug Screen Sample Collection

Through our mobile specimen collection services, we simplify the process and mitigate the risks associated with drug and alcohol screening. Our specially trained medical professionals set up screening events at client locations, making the process fast and convenient for both employers and employees. Our protocols are based upon the regulatory compliance and established standards for the type of collection being performed.

Specialty Specimen Collections

Other collection services include, but are not limited to:

- Pharmaceutical trials
- Clinical trials
- Felony DNA database collections
- University trial studies
- Genetic genealogy
- Innocence collections

DNA and Paternity Testing

We understand the sensitive nature of DNA testing, the need for complete patient confidentiality and the establishment of a legal chain-of-custody during the collection process. Our extensive network offers clients secure and efficient collection of DNA samples nationwide within 24 to 48 hours, in most cases. We provide collection services for these specific DNA tests:

- Paternity
- Siblingship
- Kinship
- Twin Zygosity

Our highly skilled staff provides clients with a variety of sophisticated options for DNA specimen collection needs, including:

- Buccal Swab collections
- Blood Collections
- Hair
- Tissue samples

EXPERIENCE

SSI has been successfully administering phlebotomy, DNA, and drug/alcohol test collections for the last 21 years. This equates to over two million collections and is reinforced by the fact that we still service our first customer. We currently manage collections at over 1000 fixed locations and hundreds of ad-hoc locations (pure mobile) across the country.

COVERAGE AREA

We maintain collector resources in the locations identified. We can usually fulfill requirements in most locations not currently serviced.



CLIENT PROFILES

We work with a variety of industries in support of their testing needs. Examples include:

- Governmental/Municipal Agencies: court-ordered DNA paternity
- Laboratories: provide mobile capabilities for phlebotomy, DNA tests
- Educational Facilities: clinical trials, phlebotomy, DNA tests
- Law Enforcement Agencies: post-accident/arrest on location or site-based phlebotomy testing
- Manufacturing: on site pre-employment, post accident, random screening urine or phlebotomy
- Retail: onsite pre-employment, post-accident, random screening urine or phlebotomy

ENGAGEMENT

SSI is a business-to-business provider of services. We tailor each program to meet the client needs and expectations. We utilize a simple process to engage and support our clients:

- Discover/identify needs
- Determine/deliver value-based solutions
- Align expectations
- Transition workflow (incremental or complete)
- Assume operations
- Deliver measurable results

PRICING

Pricing is determined by many variables but typically is based upon a “per collection basis”. Variables include: number of locations, estimated collections per month and per response, response time, advance scheduling capability, geography.

QUALITY

Quality is core-component to our business. We have developed and maintain standard operating procedures for every function performed. We employ a check-and-balance system to make sure commitments are being fulfilled. Our personnel have the background and training necessary to provide services within their disciplines. We strive for continuous improvement through lessons learned and look for opportunities to improve results for our clients.

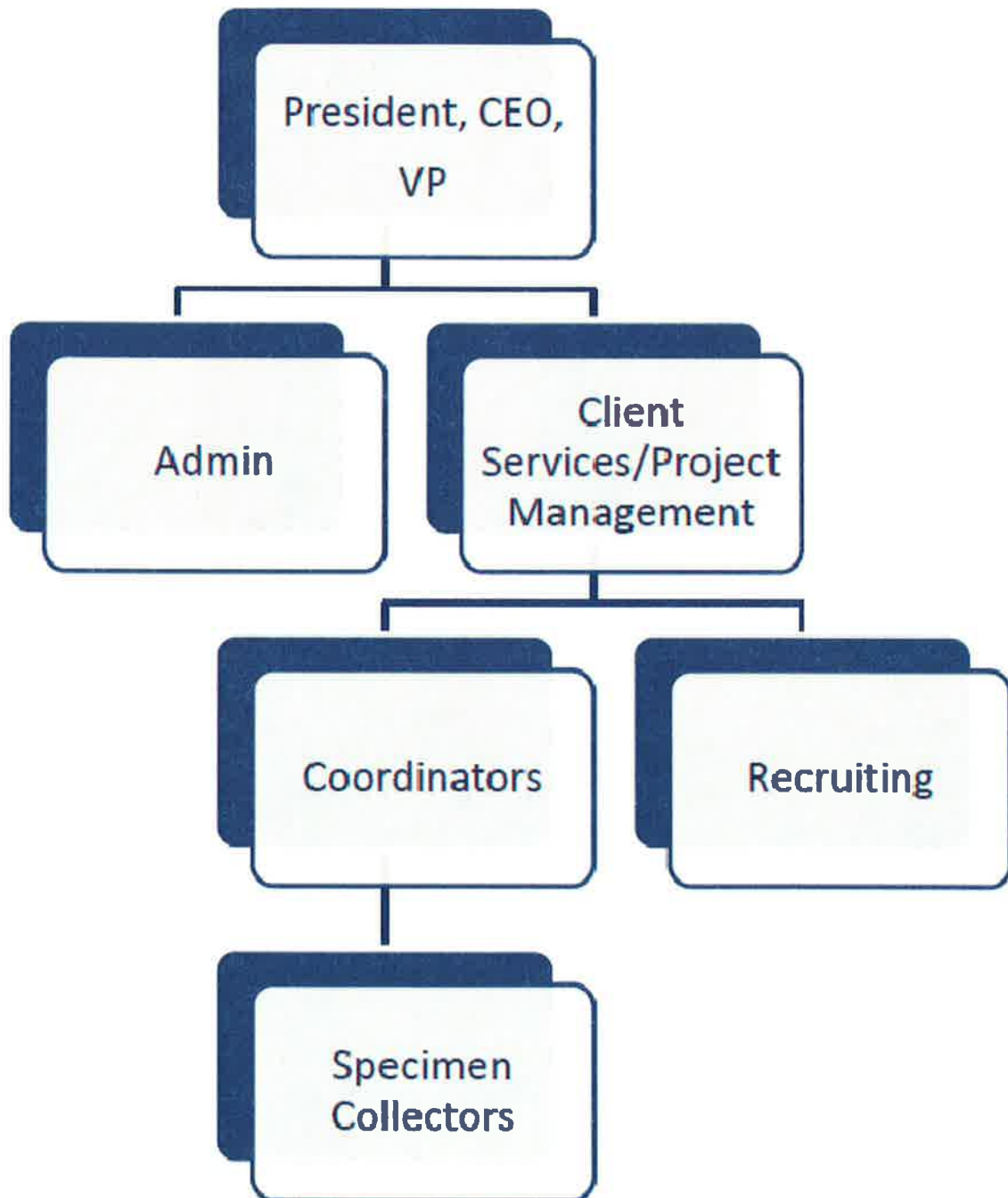
PERFORMANCE AND MEASUREMENT

Our performance is measured through the establishment of Key Performance Indicators (KPI) for each program we administer. We collect and analyze relevant data, turning it into customizable reports which are delivered to the client on agreed-upon frequencies.

LEADERSHIP

SSI’s executive leadership is comprised of seasoned industry professionals committed to servicing client needs. Our CEO, Robert Gregoire, has an extensive background in providing outsourced services to companies that range from mid-size to Fortune 500. Our President and Founder, Lisa Ray, is an industry expert in the field of medical specimen collections. She has been leading and growing our collection capabilities for over 20 years. Her experience as a practitioner in the field provides for valuable insight and innovation. Operations and client relations are directed by our Vice President, Annette Filice, who has a comprehensive background in administration, regulatory compliance and financial resource management.

Specimen Specialists of America Organizational Chart



Experience Relevant to RFP 2012-0409-S

Forensic Phlebotomy Collections for San Diego County 1-1-2010 – Present:

We are into our third year of a multi-year contract providing mobile phlebotomy services to the Sheriff's Department and associated agencies within the county. Services include: 24/7/365 call center, on-call mobile collections, scheduled site collections, supply management (consumables), chain-of-custody management, training, and testimony services.

Laboratory Corporation of America (LabCorp) and DNA Diagnostics Corporation (DDC):

Currently, we perform paternity DNA collections for contracts in Alabama, Arizona, California, Colorado, Idaho, Indiana, Iowa, Kansas, Minnesota, Nevada, New Jersey, New Mexico, New York, Oklahoma, Oregon, Pennsylvania, Tennessee, Texas, Washington, Wisconsin and Wyoming. We collect over 80,000 samples per year for these clients. We provide services for both LabCorp and DDC on a handshake agreement, and do not actually have a formal contract in place.

Although these contracts typically do not require a 40 minute turnaround time, they do have zero tolerance for "lates" and "no-shows". With over 5,000 phlebotomists/specimen collectors nationwide, if even .5% of our collectors are incapacitated or stopped by weather or car trouble on a given day, that amounts to 25 incidents that require us to dispatch a backup collector to the affected collection location within 1 hour of the originally scheduled appointment. As a result, our staff is adept at handling emergency response dispatch, and perform this task on a regular basis.

National Marrow Donor Program (NMDP):

Between 1998 and 2006, SSI performed an average of 100 blood drives per month, with approximately 100 samples collected per drive. This worked out to about 120,000 blood draws per year on this contract alone. These drives were conducted in order to find bone marrow donor matches.

b. How many full time employees (FTEs) do you plan to assign to this project if you are selected?

We plan to assign 2 full-time office staff. We will initially designate eleven independent contractor phlebotomists to the project, adjusting up or down depending on actual need. We will overstaff until experience allows us to clearly anticipate volume by time of day, day of the week and location.

c. How many full time employees (FTEs) do you employ by your company? Please delineate between employees and consultants.

We currently have 15 full time staff, comprised of ten at the corporate office and five full time specimen collectors, and we employ approximately 180 part-time specimen collectors across the country. Additionally, we utilize approximately 50-75 independent contractors, the majority of which are phlebotomists.

d. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and school of any applicable degrees, additional applicable training, and any professional certifications/licensing. In lieu of listing this

information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

1. Key corporate personnel assigned to this project:

Cassandra Ramsey – Client Services Manager

Cassandra has been with SSI since September of 2008, after completing her tour as an officer with the United States Air Force. Her most recent assignment with the USAF was in the capacity of Executive Assistant for the Unit Commander, a job that included directing the personnel functions and programs for over 240 military staff. She currently acts as client liaison for all of SSI's phlebotomy and DNA projects. Cassandra will be responsible for the daily performance of this contract.

Sophia Martinez – Project Manager

Sophia came to SSI in October of 2005. She has been a key person in numerous project launches. Sophia has been the primary coordinator for the San Diego County Forensic phlebotomy contract since its inception on 1/1/10. As a certified phlebotomist herself, she is particularly skilled in finding and engaging highly skilled resources to meet our clients' needs.

2. Phlebotomists Qualifications

The following are the license numbers and summary of qualifications for the initial group of phlebotomists we intend to utilize in the fulfillment of this contract.

Paula Speidel

- California Registered Nurse # 257418
- American Heart Association BLS, ACLS and PALS
- Certified in Venipuncture, Arterial Blood Gases, Wound Vac and IV Administration,
- Vincentian Value award for excellence in nursing - Seton Coastside Hospital
- San Diego State University, BS Nursing

Nancy Kline

- Licensed Vocational Nurse (LVN) # 168029
- Intravenous Therapy and Blood Withdrawal Certification
- BLS / AED; RCFE Certification
- Member California Association for Health Services at Home (CAHSAH)
- Two time recipient of the President's Club of Excellence Award – Addus Healthcare, Inc.
- CCSF RN Studies, Associate Degree
- 22 years nursing and phlebotomy experience

Raquel Fausto

- Certified Phlebotomy Technician I # CPT 00043492
- Adult and Child CPR & First Aid Certified by Heart Association
- IBT Santa Clara, CA – Diploma - Laboratory Assistant/ Phlebotomy/ EKG Technician
- BS University of Baguio, Philippines
- Phlebotomist/Lab Assistant/Health Screener for Ascend Clinical and Summit Health

Cindy Parfet

- Certified Phlebotomy Technician I # CPT 54514
- EMT 1 Certification
- CPR BLS Instructor (Heart saver, Healthcare Provider)
- Bay Area Medical Academy
- 17 years experience with California Pacific Medical Center, SF in various medical roles

Claudia Briones

- Certified Phlebotomy Technician I # CPT 00014429
- Certified Nurse Assistant (CNA)
- UCSF Department of Laboratory Medicine – Phlebotomy
- C.E.T.S. CNA Education & Training, Phlebotomy
- Bryman College – Medical Assistant
- C.E.T.S CAN Education & Training – Home Health Aide
- Arriba Juntas – Certified Nurse Assistant
- Extensive phlebotomy experience with UCSF Mt Zion, SF since 2002
- Recurring phlebotomy assignments with Specimen Specialists of America since 2001

Benny Tong

- Certified Phlebotomy Technician I # CPT 00022699
- Fast Response School of Health Care Education, Berkeley, CA
- 6 years' working experience at UCSF Clinical Research Department
- 3 years' experience at Kaiser Permanente as Laboratory Assistant II, performing approximately 20-30 draws per day

Sean Kempfer

- Certified Phlebotomy Technician I # CPT 00011962
- Diploma - Andon College, Stockton CA - Medical Assistant Program
- 14 years' experience performing venipuncture for LabCorp, Unilab, and Quest Laboratories
- Recurring phlebotomy assignments with Specimen Specialists of America since 2010

Farhad Nazari

- Certified Phlebotomy Technician I # CPT 00017696
- Certificate of Advanced Phlebotomy
- City College of San Francisco – medical coursework including advanced phlebotomy
- Six years' experience as phlebotomist for Arcadia Healthcare in San Francisco, CA

Jonathan Goodwin

- Certified Phlebotomy Technician I # CPT 00051739
- California Certified EKG Technician
- California Certified Lab Assistant
- CPR & AED Certification – American Heart Association
- IBT Santa Clara, CA - Diploma - Laboratory Assistant/ Phlebotomy/ EKG Technician
- Phlebotomist/Lab Assistant for Bay Area House Call Physicians and American Para-professional Systems

Camellia Pittman

- Certified Phlebotomy Technician I # CPT 00051153
- Nationally Certified EKG Technician – (certification pending)
- IBT, Santa Clara, CA – Diploma – Laboratory Assistant/Phlebotomy/EKG Technician
- Adult & Child BLS (CPR & AED) Certification American Heart Association

Jonathan Ybona

- Certified Phlebotomy Technician I # CPT00033883
- CCMA coursework at Eden Area ROP
- Independent Mobile Paramedical Examiner for Exam One and EMSI
- Collection Technician for the American Red Cross whole blood Biomedical Services

Tab2 – Proposed Approach

- a. **Describe how you will fulfill the needs of the Sheriff's Office included in this RFP. Please attach a project plan, if appropriate.**

Service Overview

Our service approach is to deliver positive results through a well-executed plan. As you will see in the detail to follow, we have the knowledge, experience, resources, and most importantly the desire to provide outstanding service to San Mateo's Sheriff's Department. We have a proven track record with high volumes and distributed collections. SSI has been servicing clients nationally for 21 years and we still support our first customer to this day.

SSI currently collects over 80,000 human samples nationwide on an annual basis. We maintain a functional database of over 5,000 phlebotomists/collectors that are independent contractors and available (see coverage map below) to service the needs of our clients. In the event that SSI does not have a phlebotomist in proximity of the need, our recruiters are charged with the procurement of resources to satisfy client needs which they successfully do on a daily basis.

Communication is a foundation of our business. Our call center provides daily support and coordination for both clients and specimen collectors. Representatives are responsible for initial contact, scheduling, confirmation, emergency response and quality control. We utilize a web-based schedule and dispatch resource system that is completely scalable to track all activities. We also provide for 24-hour response. We currently have capacity to add and sustain the volume of calls and coordinated activities under this contract.

Mobile collections have been a core competency of SSI for the past 21 years. We have developed and deployed processes and procedures that support the process from dispatch to client deliverables while maximizing quality. Our phlebotomists are well-versed and experienced in supporting said applications as they are core to the collection process.

Project Plan

We will assign a Client Services Manager (CSM) to this project who will have responsibility for the overall performance and delivery. The CSM will be the single point of contact for San Mateo County Sheriff's Department throughout the duration of the contract. Oversight functions include: resource allocation and commitment, call center oversight, coordination, activity oversight, procedural adherence, deliverables, compliance, continuous improvement, and quality control. The CSM will ensure all requirements set forth in this agreement are met and the San Mateo County Sheriff's Department's complete satisfaction is maintained. The CSM will operate out of our Roseville, CA office. This staff member will also participate in any meetings with the County. Additionally, we have seven corporate staff members who will assist with various support functions associated with this contract.

We have prequalified 11 contract phlebotomists with the necessary credentials, experience and availability to meet both the quality and geographic coverage needs of the San Mateo Sheriff's Department. Based upon the anticipated volume, 11 phlebotomists will provide more than sufficient resources to ensure timely response, regardless of call location. As we gain experience with the San Mateo program and are able to analyze call volume and location trends, we will adjust staffing as needed.

We intend to divide the County into two separate sectors for resource allocation. We will create a schedule rotating phlebotomists for on-call shifts to respond to blood draw requests within their sectors. This schedule will be designed to provide multiple layers of coverage 24 hours and day, 7 days a week, 365 days

of the year. We will increase the number of on-call phlebotomists within each sector during peak hours and peak days (evenings, weekends and holidays). The staffing plan will be designed to ensure that the appropriate number of phlebotomists is on-call in each sector of the County in order to meet or beat the required 40 minute response time.

In addition to the scheduled on-call phlebotomists, with the County's permission, we would like to assign certain phlebotomists to staff the high volume draw centers at peak days and times. (The Maguire Correctional Facility and First Change Drop-off Center on Quarry Road are likely locations for this staffing solution as the RFP indicated that these locations represent the majority of the blood draw requests.) The schedules for these on-site draw services will be determined as we see draw request frequency patterns develop. Experience has shown that having dedicated, on-site phlebotomists available on Friday and Saturday nights can be of great benefit to the agencies we service.

We will also assign phlebotomists as needed for any scheduled DUI Strike operations.

- b. List your needs for physical space and/or equipment at the Sheriff's Office during this engagement, if any, aside from space or equipment that would be provided by the Sheriff's Office as an obvious aspect of the requested services (e.g., space to treat patients, computers to document services, etc.).**

We do not anticipate needing any additional physical space or equipment other than that which would ordinarily be provided by the San Mateo County Sheriff's Office.

- c. Identify how you will meet all other aspects of the scope of work and related requirements listed in Section IV, above, and list any items you cannot provide.**

Our phlebotomists will be prepared to appear in court upon request, and Specimen Specialists will not bill the County of San Mateo for such appearances. We also understand, and communicate to our phlebotomists, that blood draws may be required without the consent of the individual (forced draws).

We will assure that our phlebotomists have adequate supplies on hand, including those provided by the County. If warranted, we will assign a lead phlebotomist to coordinate the local distribution of supplies.

We understand that the County is to be the single point of contact for all operational issues requiring attention and resolution, and we will not directly approach the law enforcement agencies regarding such issues.

Regarding the request form and checklist, Specimen Specialists will follow the documentation requirements of the Sheriff's Department.

Finally, we agree to only utilize the services of phlebotomists certified by the California State Department of Health Services who have also passed the Sheriff's Department background check process.

- d. Describe the measurements/metrics/deliverables/assessments you will provide on at least an annual basis to allow the Sheriff's Office to assess the services you will provide.**

As indicated in the PERFORMANCE AND MEASUREMENT section of our Statement of Qualifications, we measure our performance through Key Performance Indicators for each of our programs. For this particular program, we will pay particular attention to response times, collection trending, and dry runs.

Additionally, we capture numerous data points for each draw, and we are able to provide reports tailored to the specific needs of our client. We will work with San Mateo County to provide the data needed, in the format(s) desired, at the frequency of your choosing. We have considerable flexibility to provide customizable reporting solutions.

e. Provide information on any other pertinent services, if any, you can offer that will enhance the Revenue Cycle at the Sheriff's Office.

We are committed to process improvement leading to enhanced return on investment for our clients. We leverage the latest cloud-based technology in support of both efficiencies and effectiveness. We maintain real-time capabilities in respect to creating data capture, collaboration, and dissemination tools. We would encourage electronic delivery of information to San Mateo County via SharePoint, allowing for secure, fast, easy access to our client. By utilizing this tool collaboratively, we believe that we can enhance the Revenue Cycle at the Sheriff's Office through improved information flow and processing.

As mentioned in the Statement of Qualifications, our goal is to tailor each program to meet the specific needs of our client. If awarded this contract, we would work with the County to achieve the desired results.

Tab 3 – Customer Service

a. In the event of a routine problem, who is to be contacted within your organization?

The primary point of contact for San Mateo County will be Cassandra Ramsey. Her direct line is 916-888-1116.

b. In the event of the identification of a problem by the Sheriff's Office, its clients/patients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

We will dedicate an on-call supervisor 24/7/365 who will be available to our phlebotomists and to the SSI dispatch center to handle any day-to-day operational issues or concerns. The on-call supervisor will also be available to any County personnel if the event is an emergency requiring immediate assistance.

In addition, our company will assign a Client Services Manager for this contract that will be available Monday-Friday during regular business hours. The Client Services Manager will be available to respond to any email inquiries or phone calls from the County. The Client Services Manager will report to the Vice President of the company for any issues that require escalation. All non-urgent phone calls or emails from the County will be responded to in a timely manner, typically within one business day.

Tab 4 – Claims and Violations against Your Organization

Please list any current violations or claims against you/your organization and those having occurred in the past five years, especially those resulting in claims against you.

There is no current or past litigation affecting this agreement.

Tab5 – Cost to the Sheriff’s Office for Primary Services

- a. Provide a detailed explanation for all costs associated with your handling this project if you are selected to provide the services listed.**

Per Draw Charge: \$49.85

Cancelled requests (Dry Runs): \$49.85

The County of San Mateo will not be billed for court time.

- b. Is travel time to sites listed in Section IV and/or the Sheriff’s Office expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include such travel time or expenses are preferred unless the services requested require travel as part of the service.**

No, Specimen Specialists will not bill the County of San Mateo for travel time to sites.

Tab 6 – Cooperative Purchasing and Cost of Possible Additional Services

- a. Indicate if the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request (Yes/No). Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.**

Yes, this contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay Area upon their request.

- b. List any additional services to the current service plan that you foresee could come up, if any, after initial contract is implemented, and a proposed cost for those services.**

Specimen Specialists would also be prepared to offer the following services should the need arise:

Urine Collection	price per collection	\$49.85
DNA Collection	price per collection	\$49.85

Tab 7 – References

- a. List at least three business references for which you have recently provided similar services. Include contact names and phone numbers for all references provided.**

- 1.) Name of Reference: San Diego County Sheriff's Department
Address: 9621 Ridgehaven Ct, San Diego, CA 92123
Contact Name: Don Tapper
Telephone Number: (858) 467-4607
Facsimile Number: (858) 467-4650

Brief Description of agreement/Contract work or services provided: We are well into our third year of a multi-year contract providing mobile phlebotomy services to the Sheriff's Department and associated agencies within the county. Services include: 24/7/365 call center, on-call mobile collections, scheduled site collections, supply management (consumables), chain-of-custody management, training, and testimony services.

- 2.) Name of Reference: Laboratory Corporation of America
Address: 1440 York Court Extension, Burlington, NC 27215
Contact Name: Melissa Mizelle
Telephone Number: (800)742-3944 ext. 67414
Facsimile Number: (336) 538-2200

Brief Description of agreement/Contract work or services provided: We have provided court-ordered DNA collection services to LabCorp for 21 years. We staff and provide support for over 250 sites across the country for paternity collections. Services include: 24/7/365 availability, schedule management, supply management and shipment, buccal swab collections, chain of custody management, recruitment and training, and testimony services.

- 3.) Name of Reference: Pacific Toxicology
Address: 9348 De Soto Avenue, Chatsworth, CA 91311
Contact Name: Paul Donnelly
Telephone Number: (800) 538-6942
Facsimile Number: (206) 781-8526

Brief Description of agreement/contract work or services provided: We have provided specimen collection services to Pacific Toxicology for approximately 18 years. Services include: 24/7/365 availability, schedule management, supply management and shipment, phlebotomy and urine drug screen collections, chain-of-custody management, recruitment and training.

- b. Provide at least three patient/client references, if applicable and appropriate, for whom you provide more than occasional services. Include names and phone numbers for these individuals.**

(n/a)

Tab 8 – Statement of Compliance with County Contractual Requirements

Specimen Specialists understands and accepts all terms and conditions as presented in the County's standard contract, including but not limited to the following:

- The County non-discrimination policy
- The County equal employment opportunity requirements
- County requirements regarding employee benefits
- The County jury duty ordinance
- The hold harmless provision
- County insurance requirements
- all other provisions of the standard contract

Further, we agree that any disputes regarding any Agreement will be venued in San Mateo County or the Northern District of California.