

City of Moreno Valley

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **American Forensic Nurses**, a **CORPORATION**, with its principal place of business at **78060 Calle Estado, Suite # 1, La Quinta, CA 92253**, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **blood draw, biological evidence, and urine collection** contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **blood draw, biological evidence, and urine collection** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the **blood draw, biological evidence, and urine collection** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS**

1. **CONTRACTOR INFORMATION:**

Contractor’s Name: American Forensic Nurses  
Address: PO Box 1625  
City: La Quinta State: CA Zip: 92247  
Business Phone: 760-322-9925 Fax No. 760-323-7555  
Other Contact Number: 213-952-1579  
Business License Number: 763917  
Federal Tax I.D. Number: 33-0926934

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from June 30, 2019 to June 30, 2023. This Agreement may be terminated by City with or without cause upon thirty (30) days written notice to Contractor/Vendor. City shall be responsible for payment of all services rendered and costs incurred by Contractor/Vendor prior to the termination date. Contractor/Vendor may terminate this Agreement with or without cause upon thirty (30) days written notice to City and only if City will suffer no actual or perceived harm or prejudice in any pending matter by Contractor/Vendor’s termination. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the

substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Faye Battiste-Otto & Alvaro Carlos Martinez.**

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Alvaro Carlos Martinez, COO**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be

uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal

defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and

coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least thirty (30) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

American Forensics Nursing  
78060 Calle Estado, Suite #1  
La Quinta, CA 92257

PO BOX 1625  
La Quinta, CA 92247  
Attn: Alvaro Carlos Martinez

**City:**

City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552  
Attn: Acting Chief of Police David Lelevier

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB. Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
  - 1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
  - 2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.

3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

American Forensic Nurses

BY: \_\_\_\_\_  
Thomas M. DeSantis, City Manager

BY: \_\_\_\_\_  
Alvaro Carlos Martinez

\_\_\_\_\_  
Date

TITLE: Chief Operating Officer

\_\_\_\_\_  
Date

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

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Martin Koczanowicz, City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
David Lelevier, Acting Chief of Police

\_\_\_\_\_  
Date

## EXHIBIT A

### Scope of Service – 07/01/2019 through 06/30/2023

- I. Blood Draw: Phlebotomy is the drawing of blood from a subject for a variety of purposes, transfusion, diagnosis, content analysis, or experiment. Law enforcement's interest in a blood sample is generally to obtain content analysis as evidence in narcotic or alcohol related events, and to obtain DNA samples for comparison to bodily fluid or body part samples collected at a crime scene. The general authority of law enforcement to obtain evidence is covered under Article I, Section 13 of the California State Constitution. Law enforcement is also obligated, by state law to offer blood draws in the investigation of driving under the influence cases, per Section 23158 of the California Vehicle Code. Blood draws are also a part of sex offender and arson registrant DNA collection under Section 296 of the California Penal Code. The obtaining of blood or urine samples is also an integral part of many non-driving-under-the-influence criminal investigations. Blood or urine samples may be requested for a variety of reasons and the process of collecting such samples must meet all applicable laws and regulations for the collection of:
  - a. Blood alcohol content analysis.
  - b. Controlled substance content analysis.
  - c. DNA analysis.
  - d. For storage, later analysis, or to be a control sample.
2. Urine Specimen Collection: CONTRACTOR may be asked to conduct urine collection for content analysis.
3. Suspect Sex Kit: Sexual Assault Suspect Examinations will be conducted in accordance with the California Office of Criminal Justice Planning (OCJP) guidelines, using sex kits available from the California Department of Justice obtained by the CONTRACTOR. Documentation of the examination and the specimens will be completed using the OCJP 950 form (Forensic Medical Report: Sexual Assault Suspect Examination) or any subsequent form approved by the California Department of Justice for such use. The original of the form will be provided to the investigating officer. A copy will be submitted with the sex kit and turned over to the investigating officer for appropriate disposition, and the person conducting the examination will retain a copy.
  - a. CONTRACTOR is expected to conduct evidence collection from a sexual assault suspect (blood, nail scraping, hair, combing and such).
4. Dry Run (blood, urine, sex assault kit): Occasionally it is impossible or impractical to obtain a blood sample or urine collection in a medically approved manner. The CONTRACTOR may have been unable to complete a sexual assault kit, or other service, for a variety of legitimate reasons. However, the CONTRACTOR may have dispatched staff at the request of law enforcement and

may have expended supplies in the anticipation of services being rendered. It is suggested that this fee be less than that charged for a successful request for service.

5. Supplies: The CONTRACTOR is responsible for providing all necessary supplies to appropriately collect and package items or evidence. These items must meet medical standards and evidence standards for submission in a court of law. Sample collection containers are available through local California Department of Justice Crime Labs and sample screening vendors.
6. Disposal of Waste: The CONTRACTOR will dispose of all waste in accordance with all applicable laws and regulations. The CONTRACTOR will be responsible for providing sharps containers at each Sheriff's station or corrections facility for the disposal of used syringes. The CONTRACTOR will be required to provide for waste disposal at remote sites as needed (for example: blood draws performed at DU I check points, accident scenes, boating enforcement programs, and such).
  - a. CONTRACTOR shall possess and maintain, as required by law, all applicable medical waste permits issued by the Riverside County Department Environmental Health, and any other necessary permits sufficient to encompass the contractor's total volume of medical waste generated and/or transported.
7. Court Time: The CONTRACTOR will be available to provide expert court testimony for all of the services provided. The CONTRACTOR'S staff may be subpoenaed to testify in actions related to their participation in the chain of custody, or the circumstances of the collection of evidence. This cost should be factored into the bid for each service (blood draw, urine sample collection, Suspect sexual assault kit). If there is a separate charge, the Department should pay only for the time spent testifying or at court waiting to testify, not for being "on-call."
8. Service Requirements:
  - a. The CONTRACTOR shall provide this service with personnel properly licensed or certified in the State of California such as Registered Nurses, Licensed Vocational Nurses, Paramedics, Certified Phlebotomists, or other persons certified to draw blood and urine samples and collect sexual assault evidence from rape suspects in the State of California.
    1. Only licensed personnel, in accordance with all applicable statutes and regulations, are to be used in the obtaining of blood or urine samples utilized in the investigation of California Vehicle Code violations.
    2. The CONTRACTOR shall comply with all applicable statutes and regulations for the collection of blood or urine samples for alcohol testing. And use California Department of Justice (DOJ) gray topped tubes for alcohol analysis distributed by the DOJ for the collection of blood samples.

- b. The CONTRACTOR and their employees shall be familiar with the handling of evidence and the proper protocol for obtaining blood and suspect rape evidence. as well as any other evidence collected. They shall maintain the correct chain of evidence in accordance with Riverside County Sheriff's Department policies and procedures. Upon award, Sheriff Procedures will be given to CONTRACTOR.
    - 1. Subjects from, horn blood is to be drawn or evidence collected may be recalcitrant. The CONTRACTOR shall assure that all personnel have experience with recalcitrant subjects. are trained to deal with recalcitrant subjects and an: willing to undertake dealing with possible recalcitrant subjects in the course or performing this service.
  - c. The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Public Law I 04-191. enacted August 21. 1996, and the related laws and regulations promulgated subsequent thereto.
9. Respond Time:
- a. The maximum acceptable time for a response to a call for service is thirty-(30) minutes from the time requested to arrival at the scene. This should include calls for service in the Blythe Sheriff's Station service area.
  - b. Acceptable response time from the time of notification shall be no longer than thirty-(30) minutes. CONTRACTOR will be monitored pursuant to response times. Response times shall commence from the time of initial contact by Sheriffs dispatch and conclude upon arrival at the location requested by Sheriff's personnel. CONTRACTOR shall be considered "Late" to a call if any time elapses past the response time. Three (3) "Late" responses in any given thirty-(30) day period may be considered a breach of contract and may be subject to termination.
  - c. If the CONTRACTOR arrives at a Sheriffs facility and is unable to locale the requesting law enforcement officer with in fifteen-(15) minutes, contractor shall contact Sheriff's Dispatch via the law enforcement phone number for updated arrival or location information. prior to leaving the site.
  - d. CONTRACTOR shall be considered "No Show" to a call if no arrival forty-five (45) minutes after the initial call from Sheriff's Dispatch. Two (2) "No Shows" within a one (1) year period may be considered as breach of contract and may be subject to termination.
  - e. Language will be included that allows a penalty for delayed responses, such as, if the response, takes longer than one-(I) hour, COUNTY will have to pay one half the regular fee. The collection of blood and urine samples is time sensitive. Generally, the sooner the COUNTY obtains the samples the greater their value to the case.
  - f. The Sheriff's Department is not to be charged for a second response if the case agent rejects the staff member originally called out.

10. Vendor Requirements:
- a. The CONTRACTOR will provide photo identification for each staff member. Staff members will wear photo identification at all times when at a Sheriff's facility or remote site. The identification shall be updated yearly and display the following information:
    1. Name of staff member
    2. Title (e.g. Registered Nurse, Licensed Vocational Nurse, phlebotomist and technician)
    3. CONTRACTOR'S business name, address, and twenty-four (24) hours contact phone number.
  - b. The CONTRACTOR will maintain a twenty-four-hour, seven day a week toll free contact number for call-outs. The service must provide a confirmation that a staff member is responding to the requested location and an estimated time of arrival.
  - c. The CONTRACTOR MUST NOTIFY THE Department if members of their staff are fired, arrested, or become involved in circumstances that may cause their credibility, testimony, or the quality of their evidence collection to be called into question.
  - d. The CONTRACTOR's responding staff must notify the case agent if the subject of the service is known to, or related to, the staff member before service is rendered.
11. Background Requirements:
- a. CONTRACTOR'S staff and employees will submit to and pass a Level 2 Security Check, prior to being allowed to provide the contracted service. The Sheriff's Personnel Bureau will conduct these security checks. Level 2 Security Check may include the following or other information as requested by Sheriffs Personnel:
    1. Photograph
    2. Completion of a background questionnaire
    3. Fingerprint submission to the FBI, and DOJ for a criminal history check
    4. Driver's license check
    5. Wanted persons check
    6. Local law enforcement contacts
    7. Presentation of driver's license, SSN curd, DD2 I 4. Selective service registration, marriage license. divorce decree, birth certificate, financial information, and such
  - b. Failure to pass a background check is sufficient reason to reject the services of a staff member. The Sheriff's Department reserves the right to reject staff that the COUNTY determines would jeopardize the integrity of an investigation. be an ethical conflict, or present facility security or an officer safety risk.

**EXHIBIT B**  
**City's Responsibilities**

1. The City will provide the Contractor with telephone number for Sheriff's Dispatch.
2. Officer will respond and give Contractor access to the building.
3. Officer will provide secure access to detainee and will witness/monitor the collection of evidence.

## **EXHIBIT C**

### **TERMS OF PAYMENT**

1. The Contractor's compensation shall not exceed \$40,000 per fiscal year, not to exceed \$160,000 over the total time-period of the Agreement unless modified by an Amendment signed by all parties.
  
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
  
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Police Department at:

22850 Calle San Juan De Los Lagos  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

Questions can be directed to:

Dana Leggett (951) 486-6840 or Maggi Bollinger (951) 486-6712

4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
  
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
  
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
  
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

**Payment Provisions**

As outlined in Riverside County Contract ID SHARC-96148-003-10/28, Page 4, Section 3.2, no price increases will be permitted for the first three (3) years beginning 11/01/2018 through 10/31/2021. Any price increases must be stated in a written amendment to this Agreement. No retroactive price adjustments will be considered. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance reviewed in accordance with County Contract SHARC-96148-003-10/28.

**07/01/2019 to 06/30/2023**

DUI Blood Draw	\$ 55.00
Dry Run DUI Blood Draw	\$ 30.00
Non-DUI Blood Draw	\$ 55.00
Dry Run Non-DUI Blood Draw	\$ 30.00
Urine collection	\$ 55.00
Dry Run Urine Collection	\$ 30.00
Suspect Sex Kit	\$100.00
Dry Run Suspect Sex Kit	\$ 30.00
Court Time (per hour)	\$ 75.00