

CITY OF GARDEN GROVE  
**INTER-DEPARTMENT MEMORANDUM**

To: Matthew Fertal

From: Joseph Polisar

Dept: City Manager

Dept: Police

Subject: APPROVAL OF AMENDMENT TO  
CONTRACT FOR BLOOD  
COLLECTION SERVICES

Date: August 10, 2010

PURPOSE

To seek City Council approval to exercise the second year of a two-year extension option on the existing agreement with California Forensic Phlebotomy Inc. (CFP) to provide blood collection services for the Police Department.

DISCUSSION

When a suspect is arrested on suspicion of drunk driving, a CFP technician is called out to collect a blood sample. The technician not only obtains the sample, but also properly labels and transports the specimen to the Orange County Sheriff's Department Crime Lab. CFP has not only satisfactorily provided these 24-hour services to the Police Department for the last 27 years, but they are currently the sole provider of blood collection services for every law enforcement agency in Orange County.

Beginning July 1, 2006, the cost per sample was \$79.75, and CFP maintained that rate for the entire length of the three-year agreement, which ended on June 30, 2009. Beginning July 1, 2009 the cost per sample rose to \$91.25 and, beginning July 1, 2010, the cost per sample will increase to \$94.75. This rate will remain in effect for the duration of the one-year extension period and, per the vendor, is based upon increased transportation costs.

FINANCIAL IMPACT

The Police Department has allocated \$80,000 per year from the General Fund for this contract for the past four years. However, considering the per-sample price increase, the contract cost for FY 2010-11 is projected to be up to approximately \$95,000. Police Department non-General Fund monies already in place will fund any amount over \$80,000.


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CONTRACT FOR BLOOD COLLECTION  
SERVICES  
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RECOMMENDATION

It is recommended that City Council:

- ◆ Approve the extension to the agreement with California Forensic Phlebotomy for blood collection services through June 30, 2011, and authorize the City Manager to execute the contract.

  
JOSEPH M. POLISAR  
CHIEF OF POLICE

By:   
Courtney Allison  
Police Fiscal Analyst

Attachment A: Notice of Rate Change letter from California Forensic Phlebotomy (CFP)  
Attachment B: Amendment No. 1 to Contract No. 07-1003

**Recommended for Approval**

  
**Matthew Fertal**  
City Manager

# CFP

**California Forensic Phlebotomy, Inc.**

10000 Parkway, Suite 11007  
Ladera Ranch, CA 92694

24 Hour Technician Response (714) 529-0515  
Administration (949) 309-2459  
Fax (949) 203-2133

June 16, 2010

Garden Grove Police Department  
Attn: Courtney Allison

RE: Rate Change

Sirs:

We wish to take this opportunity to thank you once again for allowing our organization to serve The City of Garden Grove Police Department over the past 28 years. We very much would like to continue providing you with our Blood Technician Services during the coming years.

In order for us to continue to meet the stringent requirements set forth by both your agency and our company, we must increase our rates by 3.8%. This rate increase will insure our ability to provide the high level of service The Garden Grove Police Department relies upon.

Our new rates, effective July 1, 2010 will be 94.75 per request.

Please contact us at your convenience if you should have any questions or if we can be of any additional service.

Sincerely,



Russell A. Liedholm  
President  
cvc23158@aol.com  
949.285.0714 mobile

**CITY OF GARDEN GROVE****AMENDMENT NO. 1**

**To: Provide blood collection services for the City of Garden Grove Police Department**

This Amendment No. 1 to Provide blood collection services for the City of Garden Grove Police Department is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2010, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **California Forensic Phlebotomy, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. 07-1003 effective June 13, 2006.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1.0, Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from July 1, 2010 to June 30, 2011.

Section 3.0, COMPENSATION - shall be revised as follows:

The contract Price is hereby increased from \$320,000.00 to a new Firm Fixed Price of \$415,000. This is an increase of \$95,000.00 to cover the final option year. Pricing shall be per the proposal which is attached as Attachment A and is hereby incorporated by reference.

Section 4.0 Insurance Requirements

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, City of Garden Grove Police

Department, their officers, officials, agents, employees, and volunteers

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial General Liability in an amount not less than \$1,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile Liability in an amount not less than \$1,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional Liability/Medical Malpractice in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, City of Garden Grove Police Department, their officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, City of Garden Grove Police Department,

their officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
City Manager

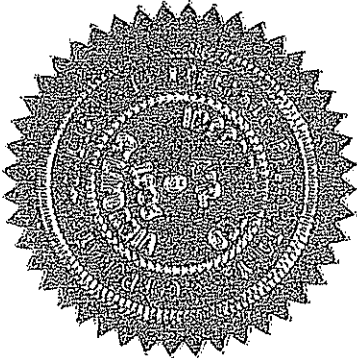
**ATTESTED:**

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**California Forensic Phlebotomy, Inc.**

By: \_\_\_\_\_  
Name: Russell A. Liedholm  
Title: President/CEO  
Date: 6/22/10



If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney  
6/22/10  
Date