

## Contract Summary Form

OC Expediter Requisition# 1765728

California Forensic Phlebotomy Incorporated

### SUMMARY OF SIGNIFICANT CHANGES

N/A

### SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

### CONTRACT OPERATING EXPENSES

See attached excerpt from the contract, which details a three-year not to exceed amount of \$1,050,000, effective from April 14, 2026, through April 13, 2029, renewable for two additional years.

**2. Term of Contract:**

The initial term of this Contract shall become effective Tuesday, April 14, 2026 and shall continue for three (3) calendar years, unless otherwise terminated as provided herein.

**3. Renewal:**

This Contract may be renewed by mutual written agreement of both Parties for two (2) years. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

**ATTACHMENT A - SCOPE OF WORK****1. Scope of Work**

- A. Contractor shall provide employees to draw blood in compliance with State approved medical procedures and in conformance with Title 17 of the California Code of Regulations, and the directions and/or procedures established by County at the request of the Orange County Sheriff-Coroner Department and/or the California Highway Patrol. The County's methods and procedures are published in the blood kits that the County will provide to Contractor under this Contract.
- B. Contractor and/or its employees shall appear in any court in the County of Orange on twenty-four (24) hours notice (and in some instances with less than twenty-four (24) hours notice) at the request of the Orange County District Attorney or County, for the purpose of discussion or testimony concerning blood drawing/collecting samples and chain of custody. Contractor agrees to provide the specific personnel requested by County for discussion or testimony concerning drawing/collecting samples and chain of custody. Contractor shall not be entitled to receive additional compensation for such appearances.
- C. Contractor agrees that this Contract shall be non-exclusive in that County may contract with other persons, firms, or corporations to provide the same or similar services to those set forth herein; and Contractor may engage in performing the same or similar services for other public entities and individuals, provided, however, that Contractor shall not perform such services for other public entities or individuals if it interferes with Contractor's ability to provide services as required by this Contract. Contractor agrees it will not perform services for another public entity or individual if the possibility exists that Contractor or its employees would be required to provide testimony as to the conduct, analysis, and result of such draws in opposition to the same or similar draws conducted by it on behalf of County. In other words, Contractor shall not provide services to another public entity or individual that would create a conflict with the services provided to the County under this Contract. In the event County has entered into contracts with other parties for the same or similar services, County may establish a rotation basis or other method of scheduling its requirements for services under such County and agrees to consult with Contractor in establishing such rotation and scheduling, but in any event, the decision of County with regard to thereto shall be final.
- D. Contractor shall provide transportation for its employees, blood sample request forms, and all other materials necessary to provide services as set forth herein, except those set forth in paragraph 6, at no additional cost to the County.
- E. Contractor shall provide all medical supplies and equipment necessary to draw blood under this Contract. Such supplies shall consist of the following:
  - 1. Cotton balls, tourniquets, glue sticks, vinyl / latex / and/or nitrile gloves, surgical tape, sani-cloths, sani-dex wipes, fingerprint pads, test tube racks, seal cutter, disposable laboratory

coats, face shields, cleaning solution, syringes, needles, "Sharps" containers, and any other materials or supplies deemed necessary for drawing blood with state approved medical procedures and in conformance with the methods County has on file with the California Department of Health Services, and the directions and/or procedures established by County.

- F. County agrees to provide Contractor Zephiran Chloride (Benzalkonium Chloride) disinfecting solution, blood kits (blood kits contents are: an envelope, collection vial with preservative), and urine kits (urine kits contents: two (2) collection vials with preservative, labels, seals and cylindrical container).
- G. Contractor and its employees shall print legibly, in ink, on all forms, envelopes, and labels, and shall include the subject's name, the requesting agency, and the requesting agency's case number where available. Contractor's employees shall also verify that the chain of custody is complete and legible. Contractor's employees shall properly affix seals to blood vials and shall properly seal blood kits and urine kits.
- H. All blood samples shall be refrigerated upon collection and shall remain refrigerated until deposited in the Sheriff-Coroner Crime Lab Refrigerator. Contractor shall provide the supplies necessary to insure that blood samples are refrigerated and transported as required by County and this Contract, at no cost to County.
- I. All blood samples shall be deposited in the Sheriff-Coroner Forensic Refrigerator located at 320 N. Flower St. Santa Ana, CA 92703 prior to the end of the employees work period or prior to 6:00 A.M. (Pacific Time), whichever comes sooner.
- J. Contractor's personnel shall electronically log-in all forensic blood samples using the Orange County Crime Laboratory computer terminal sample log-in program prior to their deposit in the Forensic Alcohol Refrigerator. The computer terminal and refrigerator are located in the Orange County Crime Laboratory facility. Scope and content of electronic log-in procedure shall be determined by Orange County Crime Laboratory and shall be binding upon Contractor.
- K. Contractor's employees shall draw as much blood as possible to fill blood kit vials.
- L. County shall, upon request, provide at least one (1) tour with a training class once per Contract term for Contractor's employees to include how to properly apply seals to a blood vial, blood kit, and urine kit, importance of legibly writing on blood kit envelope or urine kit container, blood volume requirements, analysis procedure after blood kit is dropped off in the Sheriff-Coroner Forensic Refrigerator, and explain Sheriff-Coroner Orange County Crime Laboratory Forensic Alcohol methods and procedures on file with Department of Health Services.
- M. "Dry Runs" (defined as a blood draw attempt with no blood collected) and empty blood vials shall not be compensated by County. The exact number of dry runs is unknown and cannot be determined in advance, but Contractor must anticipate a certain percentage of calls for assistance under this Contract will result in Dry Runs.

**2. Qualification of Contractor's Employees**

- A. Contractor's employees providing services under this Contract shall be licensed to draw blood in compliance with all laws and regulations of the State of California, including, but not limited to, California Vehicle Code section 23158. Contractor's employees and procedures shall be in compliance with Orange County Sheriff-Coroner methods on file with the California Department of Health Services, which are also included in the blood kits County will provide to Contractor.
- B. Contractor shall notify County in writing when Contractor hires a new employee to provide services under this Contract. Contractor shall provide to County an example of the new employee's signature and initials in that notification.
- C. Contractor's employees are subject to security clearance by County. Acceptability of background investigation results shall be at the sole discretion of County. If the security clearance of a Contractor employee is determined to be unacceptable, Contractor agrees that said employee will not provide services under this Contract.

**3. Coverage**

- A. Contractor shall provide coverage to perform the services herein described, twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year (366 in leap years), during the Contract term. Such services shall be provided at the request of County and/or the California Highway Patrol within the County of Orange.
- B. Contractor shall maintain a single local telephone number staffed, twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year (366 in leap years) to provide service under this Contract and to receive requests for service. Contractor may use an answering service only if it provides immediate notification and response, and is subject to the time limits set forth in Section III, Coverage, paragraphs 4 and 5.
- C. Contractor's employees shall respond, when requested, to any and all locations within the County of Orange, including, but not limited to: 1) the Orange County Intake and Release Center (IRC), 2) Sheriff-Coroner Headquarters, 3) Orange County Crime Laboratory building, 4) Stanton Substation, 5) Aliso Viejo Substation, 6) San Clemente Substation, 7) Theo Lacy Jail, 8) Central Men's Jail, 9) Musick Facility, 10) Women's Jail, 11) Orange County Juvenile Detention Center, 12) California Highway Patrol offices in Westminster, Santa Ana, and San Juan Capistrano, 13) Orange County hospitals, 14) DUI check points, and 15) Saturation Patrol Areas.
- D. Contractor's employees shall arrive at a call for service at the County Intake and Release Center within thirty (30) minutes of Contractor being notified of the request. Notification includes, but is not limited to, notification directly or through a telephone call to Contractor answering service, unless Contractor already has personnel performing services at that location.
- E. Contractor's employees shall arrive at a call for service at any location other than Intake Release Center within sixty (60) minutes of Contractor being notified of the request, including, but not limited to, notification directly or through a telephone call to Contractor's answering service, unless Contractor already has personnel performing services at that specific location.

ATTACHMENT A

- F. Contractor shall maintain sufficient employees in an "On-Call" status to meet the requirements of Section III, Coverage, paragraphs 4 and 5 at all times. County agrees that all calls for service shall be made through County or California Highway Patrol dispatcher, except for blood samples collected in relation to traffic collisions with injury and/or other violations of the California Penal Code. In the case of a delayed response by Contractor's employee, the requesting officer shall notify dispatch on the arrival of Contractor's employee, and if further delay occurs, on the initiation of services.

**ATTACHMENT B - PAYMENT AND COMPENSATION**

**1. Compensation:**

This is a firm fixed fee Contract between County and Contractor for Blood Alcohol Testing as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

**2. Fees and Charges:**

- A. County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

<b>Line Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Flat Rate</b>
1	Blood Draw Sample	Per Subject	\$153.51

**Total Contract amount not to exceed: \$1,050,000**