

AMENDMENT ~~THREE~~ FOUR
TO CONTRACT NO. MA-057-21010069
BETWEEN
THE COUNTY OF ORANGE
AND
REDWOOD TOXICOLOGY LABORATORY, INC.
FOR
DRUGS AND ALCOHOL SCREENING PRODUCTS AND SERVICES

This Amendment ~~Three~~ Four to the Agreement for the provision of Drugs and Alcohol Screening Products and Services, hereinafter referred to as "Contract", is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County", acting through the Orange County Probation Department, hereinafter referred to as "Probation", and Redwood Toxicology Laboratory, Inc., hereinafter referred to as "Contractor". County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor and the State of Minnesota acting through its Commissioner of Administration, hereinafter referred to as "Minnesota", issued MMCAP Infuse Agreement No. MMS2000332, "MMCAP Agreement," effective October 5, 2020 through September 30, 2022; and

WHEREAS, on December 15, 2020, the Orange County Board of Supervisors (Board) approved subordinate contract MA-057-21010069, and a 10% contingency, not to exceed the first year's contract amount; and

WHEREAS, Parties entered into Contract for Drugs and Alcohol Screening Products and Services ~~on~~ for the term of December 15, 2020 through September 30, 2022, in an amount not to exceed \$2,512,440; and

WHEREAS, Parties agreed to an administrative amendment and amended Costs/Compensation for Contract Services in its entirety to update list of tests, part number and pricing, per Amendment 1 on August 19, 2021; and

WHEREAS, Parties agreed to an administrative amendment and amended Costs/Compensation for Contract Services to add new tests to prices list, per Amendment 2 on October 12, 2021; and

WHEREAS, Parties ~~desire~~ agreed to exercise contingency contract increase in the amount of \$140,229 not exceeding 10% of the first contract year (\$1,402,292) for a ~~new~~ not to exceed amount of \$2,652,669, per Amendment 3 on December 29, 2021; and

~~**WHEREAS**, Contractor agreed to provide Drugs and Alcohol Screening Products and Services for the Costs/Compensation as stated; and~~

WHEREAS, Contractor and State of Minnesota renewed their contract for an additional year effective October 1, 2022 through and including September 30, 2023; and

WHEREAS, Parties desire to amend Section IV. Cost/Compensation for Contract Services and renew Contract MA-057-21010069 for an additional one-year period, effective October 1, 2022, through September 30, 2023, in the amount of \$2,500,000, for a new not to exceed amount of \$5,152,669; and

WHEREAS, Contractor agrees to provide County with Drugs and Alcohol Screening Products and Services and County agrees to pay Contractor the compensation as stated;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, Parties mutually agree to amend the Contract as follows:

- Section II (Additional Terms and Conditions), 2.0 (“Term of Contract”) of the Contract shall be deleted in its entirety and replaced with the following:

2. Term of Contract: Unless the MMCAP Agreement or Contract are terminated earlier, the term of this Contract shall be for the period commencing on, October 1, 2022, through September 30, 2023 subject to the termination provisions set forth in the following sections:

2.1 Renewal: This Contract may be renewed upon mutual agreement between State of Minnesota and Redwood, subject to: (a) the County’s assessment of Contractor’s performance and availability of funding or appropriations warranting such renewal; (b) upon mutual written agreement of the Parties; and (c) applicable policy of the Orange County Board of Supervisors for contract renewals. The County shall not be required to give a reason if it elects not to renew the Contract.

- Section IV. Costs/Compensation for Contract Services, A.1, Random Drug Testing Program Management, shall be **amended** in part to update the following test:

(OLS-TS) Drug Test + Test Scheduling	Per Test	\$16.00
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- Section IV. Costs/Compensation for Contract Services, A.2, Laboratory Drug Testing Services: Urinalysis, shall be **amended** in part to update the following test:

5.b.47	(V198) LC/MS/MS Urine Fentanyl Confirm	Per Test	\$0 25.00
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- Section IV. Costs/Compensation for Contract Services, B. Compensation, shall be deleted in its entirety and replaced with the following:

B. Compensation

The Contractor shall be compensated based on the unit cost as set forth above, multiplied by the actual number and type of testing services performed. Such compensation shall be Contractor’s full remuneration for performing all services, furnishing all staffing and providing all equipment and consumables required under this Contract. Any applicable sales tax shall be included in the pricing above. The total cost under this Contract for the term October 1, 2022, through September 30, 2023 shall be \$2,500,000 for a new revised not to exceed amount of ~~shall not exceed \$2,652,669~~ 5,152,669.

This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment ~~Three~~ Four in the County of Orange, State of California.

REDWOOD TOXICOLOGY LABORATORY, INC.*

** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

Name	Title
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Signature	Dated
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**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief of Financial Officer; 4) Assistant Treasurer.*

Name	Title
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Signature	Dated
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COUNTY OF ORANGE

Name	Title
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Signature	Dated
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