



CONTRACT# MA-057-10012545
BETWEEN
ORANGE COUNTY
PROBATION DEPARTMENT
AND
REDWOOD TOXICOLOGY LABORATORY, INC.



Amendment Number Three

To Contract Number ~~N3000008755~~ Master Contract Number MA-057-11011789

with Redwood Toxicology Laboratory, Inc.

For Urinalysis and Oral Fluids Laboratory Testing Services

for the Orange County Probation Department.

This Amendment Number Three (hereinafter "Amendment") to Contract Number ~~N3000008755~~ This Master Contract Number MA-057-11011789 (hereinafter "CONTRACT") is made and entered into upon execution of all necessary signatures between Redwood Toxicology, Inc., with a place of business at 3650 Westwind Blvd., Santa Rosa, CA 95403-1066 (hereinafter "CONTRACTOR") and the County of Orange, Probation Department (hereinafter "COUNTY"), a political subdivision of the State of California, with a place of business at 909 N. Main St, Santa Ana, CA 92701, which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, CONTRACTOR responded to an Invitation for Bid (IFB) for the provision of Urinalysis and Oral Fluids Laboratory Testing Services for the Orange County Probation Department; and

WHEREAS, COUNTY determined that CONTRACTOR'S proposed services meet or exceed the requirements and Specifications of the IFB; and

WHEREAS, the County of Orange Board of Supervisors authorized ~~the County of Orange Probation Department~~ Probation to enter into Contract Number N1000008755 (hereinafter referred to as "Original Contract") commencing on ~~5/01/07 and expiring on 4/30/08~~ May 1, 2007 and expiring on April 30, 2008; and

WHEREAS, the County of Orange Board of Supervisors authorized ~~the County of Orange Probation Department~~ to issue Amendment Number One to amend the CONTRACT as N2000008755 and renew for an additional year, commencing on ~~5/01/08 and expiring on 4/30/09~~ Probation to renew the Original Contract as Price Agreement Number N2000008755, commencing on May 1, 2008 and expiring on April 30, 2009;

WHEREAS, the County of Orange Board of Supervisors authorized ~~the County of Orange Probation Department~~ to issue Amendment Number Two to amend the CONTRACT as N3000008755 and renew for an additional year, commencing on ~~5/01/09 and expiring on 4/30/10~~; and to increase the CONTRACT amount by \$100,000 from \$409,155 to \$509,155 Probation to renew Price Agreement Number N2000008755 as N3000008755, commencing on May 1, 2009 and expiring on April 30, 2010, and to increase the CONTRACT amount by \$100,000 for a new total of \$509,155;

WHEREAS, the Orange County Board of Supervisors authorized Probation to renew Price Agreement Number N3000008755 as Master Agreement MA-057-10012545, commencing on May 1, 2010 and expiring on April 30, 2011, and to decrease the CONTRACT amount by \$50,000 for a new total of \$459,155; and

WHEREAS, the COUNTY desires to amend the CONTRACT as MA-057-10012545 and renew it for an additional year, commencing on ~~5/01/10 and expiring on 4/30/11~~; and to decrease the CONTRACT amount \$50,000 from \$509,155 to \$459,155; renew Master Agreement MA-057-10012545 as MA-057-11011789, commencing on May 1, 2011 and expiring on April 30, 2012, and to decrease the CONTRACT amount by \$50,000 for a new total of \$409,155.

SECTION A

GENERAL TERMS AND CONDITIONS

CONDITIONS: The following GENERAL terms and conditions are always applicable.

- A. **Governing Law and Venue:** This **Master** Agreement (hereinafter 'CONTRACT') has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This CONTRACT, when accepted by Redwood Toxicology Laboratory (hereinafter "CONTRACTOR") either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental CONTRACTS by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing COUNTY'S Purchasing Agent or his designee, hereinafter "PURCHASING AGENT."
- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery is of the essence in this CONTRACT. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind COUNTY to accept future shipments, nor deprive it the right to return goods already accepted, at CONTRACTOR'S expense. Overshipments and undershipments shall be only as agreed to by the COUNTY. Delivery shall not be deemed to be complete until goods, or services, have been actually received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** CONTRACTOR expressly warrants that the goods/services covered by this CONTRACT are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR'S part to indemnify, defend and hold harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY

by reason of the failure of the goods/services conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through the services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in paragraph "P" "HH" below, it shall indemnify, defend, and hold COUNTY and COUNTY INDEMNITEES harmless from any and all such claims and responsible for payment of costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof this CONTRACT without the express written consent of the COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** CONTRACTOR shall be considered an independent contractor and neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, its employees nor anyone working under CONTRACTOR, shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

- O. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to the COUNTY'S satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the CONTRACTOR under this contract. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall obtain and maintain all permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Indemnification and Insurance:** ~~CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.~~

INSURANCE PROVISIONS

Prior to the provision of services under this CONTRACT, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR'S expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this CONTRACT have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this CONTRACT. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

~~All insurance policies required by this CONTRACT shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.~~

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

Qualified Insurer

~~The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and

VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

~~If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.~~

The policy or policies of insurance maintained by the CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees. ~~when acting within the scope of their appointment or employment.~~

All insurance policies required by this CONTRACT shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

~~All liability insurance, except Professional Liability, required by this CONTRACT shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.~~

~~If CONTRACTOR'S Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of CONTRACT.~~

~~The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).~~

~~The County of Orange shall be added as an additional insured on all insurance policies required by this CONTRACT with respect to work done by the CONTRACTOR under the terms of this CONTRACT (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.~~

~~All insurance policies required by this CONTRACT shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the CONTRACTOR'S insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.~~

All insurance policies required by this CONTRACT shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by an endorsement separate from the Certificate of Insurance. ~~In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:~~

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If CONTRACTOR'S Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of CONTRACT.

The Commercial General Liability policy shall contain a severability of interests clause.

The CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The CONTRACTOR will comply with such provisions and shall furnish the County satisfactory evidence that the CONTRACTOR has secured, for the period of this CONTRACT, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- Q. **Bills and Liens:** CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, CONTRACTOR shall promptly procure its release and, in accordance with the requirements paragraph "P" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, penalties and expenses related to arising from or related thereto.
- R. **Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.
- S. **Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR'S business prior to completion of this CONTRACT, the new owners will be required

under terms of sale or other transfer to assume CONTRACTOR'S duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.

- T. **Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within 36 hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. **Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR'S staff, agents and employees.
- V. **Compliance with Laws:** CONTRACTOR represents and warrants that the services to be provided under this CONTRACT shall fully comply, at CONTRACTOR'S expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure compliance, and pursuant to the requirements of paragraph "P" above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. **Pricing:** The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any claim of injury or damage.
- Z. **Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired and invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar

days, respectively, unless otherwise expressly provided.

DD. Attorney Fees: In an action of proceeding to enforce and interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each part shall bear its own attorney's fees, costs and expenses.

EE. Interpretation: This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each part has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each part further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by a person representing them, or both. Accordingly, any rule of law (including California Division Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. The provision of this CONTRACT shall be interpreted in a reasonable manner to effect the purpose of the parties and this CONTRACT.

FF Authority: The parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. Employee Eligibility Verification:

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

HH. Indemnification Provisions

CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

SECTION B

ADDITIONAL TERMS AND CONDITIONS

1. **TERM**

Subject to the termination provisions set forth in Section A, General Terms and Conditions, Paragraphs K and P, Section Two, Additional Terms and Conditions Paragraphs Items 3, 8, 12, 14, 16 & 17, the term of this CONTRACT will be for one (1) year May 1, 2010 through April 30, 2011, commencing on May 1, 2011 and expiring on April 30, 2012.

2. **RENEWAL**

~~This CONTRACT may be renewed for one (1) additional year on the same terms and conditions and upon mutual consent, subject to Board of Supervisors approval.~~
This CONTRACT may not be renewed beyond April 30, 2012.

3. **APPLICABLE TERMS AND CONDITIONS**

The only terms and conditions that will be applicable to the interpretation of this CONTRACT are those issued by the Probation Department of the County of Orange. Terms or conditions specified in this section, as listed in the following paragraphs, shall supercede any similarly titled term or condition attached to this price agreement.

The CONTRACTOR acknowledges that he/she has read and agrees to all the terms and conditions of this CONTRACT.

4. **COOPERATIVE AGREEMENT-PRICE AGREEMENT (PA)**

The provision and pricing of this CONTRACT will be extended to other political sub-divisions and County of Orange agencies/departments. Political sub-divisions and County of Orange agencies/departments wishing to use this contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance and making any subsequent payments. These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with use of this CONTRACT. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. CONTRACTOR is responsible for providing each cooperative entity a copy of the CONTRACT upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this CONTRACT. The County of Orange may authorize the loading of this agreement into an electronic commerce system.

The CONTRACTOR shall be required to maintain a list of the cooperatively participating COUNTY agencies/departments and other political sub-divisions that have used this CONTRACT. The list shall report dollar volumes spent quarterly and annually and shall be provided on a quarterly basis to the COUNTY lead agency.

5. **PAYMENT TERMS – PAYMENT IN ARREARS**

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless

otherwise directed in this contract. CONTRACTOR shall reference price agreement number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services and/or goods not previously invoiced. The CONTRACTOR shall reimburse the COUNTY for any monies paid to the CONTRACTOR for goods or services not provided or when goods or services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

6. **DISCOUNTS – PROMPT PAYMENT-PAYMENT OF**

The County of Orange shall process payments with discounts offered for prompt payment and the checks for those payments will be mailed to the CONTRACTOR via US Mail. If disputes arise over the timeliness of the payment, the date of the postmark shall be the determining factor. The COUNTY shall not be held responsible for delays by the US Postal Service, and no additional payment shall be due the CONTRACTOR in the event of such delay.

7. **USAGE**

No guarantee is given by the COUNTY to the CONTRACTOR regarding usage of this CONTRACT. Usage figures, if provided, are approximate, based upon the last usage. The CONTRACTOR agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the CONTRACT, regardless of quantity requested.

8. **CONTINGENCY OF FUNDS**

CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this CONTRACT. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.

9. **PRICE INCREASE/DECREASE**

No price increases will be permitted during the first period of the price agreement. All price decreases will automatically be extended to the County of Orange. The COUNTY requires bona fide proof of cost increases on CONTRACTS prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the CONTRACT. Adjustments increasing the CONTRACTOR'S profit will not be allowed.

10. **EQUAL EMPLOYMENT OPPORTUNITY**

The CONTRACTOR shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor

regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified disabled persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, CONTRACTOR agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

11. AMERICANS WITH DISABILITIES ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq.; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

12. TERMINATION (CONVENIENCE OF COUNTY, DEFAULT, ORDERLY)

The COUNTY may terminate performance of work under this CONTRACT for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the COUNTY'S interest. The agency/department assigned Deputy Purchasing Agent shall terminate the contract by delivering to the CONTRACTOR a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the CONTRACT, the CONTRACT shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the CONTRACT shall not be void.

After receipt of a notice of termination and, except as directed by the Deputy Purchasing Agent, the CONTRACTOR shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The CONTRACTOR shall:

1. Stop work as specified in the notice of termination;
2. Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;
3. Terminate all orders and subcontracts to the extent they relate to the work terminated;

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
5. As directed by the assigned Deputy Purchasing Agent transfer title and deliver to the COUNTY (a) fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the CONTRACT had been completed, would be required to be furnished to the COUNTY;
6. Complete performance of the work not terminated; and
7. Take any action that may be necessary or as the COUNTY may direct for the protection and preservation of the property related to this contract that is in the possession of the CONTRACTOR and in which the COUNTY has or may acquire an interest and to mitigate any potential damages or requests for CONTRACT adjustment or termination settlement to the maximum practical extent.

At the completion of the CONTRACTOR'S termination efforts, the CONTRACTOR may submit to the assigned Deputy Purchasing Agent a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the CONTRACTOR shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the COUNTY. The CONTRACTOR shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the CONTRACTOR within the 90-day period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension.

The CONTRACTOR and the COUNTY may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total contract price as reduced by (a) the amount of payment previously made and (b) the CONTRACT price of work not terminated. The CONTRACT shall be amended and the CONTRACTOR paid the agreed amount.

If the CONTRACTOR and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the CONTRACTOR the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on as set forth above:

1. The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and
2. Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the CONTRACTOR the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.

The CONTRACTOR shall use generally accepted accounting principles and sound business practices

in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated CONTRACT or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.

The CONTRACTOR shall have the right to appeal, under the COUNTY'S protest procedure, any determination made by the COUNTY, except that if the CONTRACTOR failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal.

In arriving at the amount due the CONTRACTOR under this clause, there shall be deducted:

1. All payment to the CONTRACTOR under the terminated portion of this CONTRACT;
2. Any claim which the COUNTY has against the CONTRACTOR under this or any other CONTRACT; and
3. The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the CONTRACTOR or sold under the provisions of this clause and not recovered by or credited to the COUNTY.

If the termination is partial, the CONTRACTOR may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the CONTRACT. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the CONTRACTOR for an equitable adjustment under this clause shall be requested within 30 days from the effective date of termination unless extended in writing by the agency/department.

The COUNTY may:

1. Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the CONTRACTOR for their terminated portion of the CONTRACT, if the COUNTY believes that the total of these payments will not exceed the amount to which the CONTRACTOR will be entitled; and
2. If the total payments exceed the amount finally determined to be due, the CONTRACTOR shall repay the excess to the COUNTY upon demand.

In determining the amount payable to the CONTRACTOR and notwithstanding any other provision, if it appears that the CONTRACTOR would have sustained a loss on the entire CONTRACT had it been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.

Unless otherwise provided in this CONTRACT or by statute, the CONTRACTOR shall maintain all records and documents relating to the terminated portion of this CONTRACT for three years after final settlement. This includes all books and other evidence bearing on the CONTRACTOR'S costs and expenses under this CONTRACT. The CONTRACTOR shall make these records and documents available to the COUNTY, at the CONTRACTOR'S office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs, microphotographs, electronic storage, or other authentic reproductions any be maintained instead of original records and documents.

If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within ten days after receipt of a written notice of default from the COUNTY and cured such default within the time specified in the notice, the COUNTY shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving written notice to

take effect immediately. Default shall include failure to carry out any of the requirements of this CONTRACT, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this CONTRACT. Upon termination of the CONTRACT with CONTRACTOR, the COUNTY may begin negotiations with a third-party CONTRACTOR to provide goods and/or services as specified in this CONTRACT.

The right of either party to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each party will assist the other party in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

13. **CORRESPONDENCE TO DEPUTY PURCHASING AGENT - CONTRACT**

Any correspondence related to the terms, prices and conditions of this CONTRACT must be directed to the agency/department purchasing division to the attention of the assigned Deputy Purchasing Agent. Correspondence not directed though the Deputy Purchasing Agent for resolution will not be regarded as valid.

14. **DEFAULT - REPROCUREMENT COSTS**

In case of default by CONTRACTOR, the COUNTY may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing CONTRACT, CONTRACTOR will be responsible for paying the COUNTY the difference between the CONTRACT cost and the price paid, and the COUNTY may deduct this cost from any unpaid balance due the CONTRACTOR. The price paid by the COUNTY shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this CONTRACT and under law.

15. **CONTINGENT FEES**

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the CONTRACTOR or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, the COUNTY shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the CONTRACTOR.

16. **DISPUTES – CONTRACT**

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the CONTRACTOR'S project manager and the COUNTY'S project manager, such matter shall be brought to the attention of the COUNTY Purchasing Agent by way of the following process:

1. The CONTRACTOR shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.
2. The CONTRACTOR'S written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which the CONTRACTOR believes the COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to diligently proceed with the performance of this CONTRACT, including the delivery of goods and/or provision of services. The CONTRACTOR'S failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the COUNTY fails to render a decision within 90 days after receipt of the CONTRACTOR'S demand, it shall be deemed a final decision adverse to the CONTRACTOR'S contentions. The COUNTY'S final decision shall be conclusive and binding regarding the dispute unless the CONTRACTOR commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the COUNTY'S final decision or one year following the accrual of the cause of action, whichever is later.

17. **BREACH OF CONTRACT**

The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

1. Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
2. Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
3. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

18. **INTERPRETATION OF CONTRACT**

In the event of a conflict or question involving the provisions of any part of this CONTRACT, interpretation and clarification as necessary shall be determined by the COUNTY'S assigned Deputy Purchasing Agent. If disagreement exists between the CONTRACTOR and the COUNTY'S assigned Deputy Purchasing Agent in interpreting the provision(s), final interpretation and clarification shall be

determined by the County's Purchasing Agent or his designee.

19. **CONFLICT OF INTEREST – CONTRACTOR'S PERSONNEL**

The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR'S employees, agents, and relatives; sub-tier CONTRACTORS; and third parties associated with accomplishing work and services hereunder. The CONTRACTOR'S efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

20. **CONFLICT OF INTEREST- COUNTY PERSONNEL**

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose

21. **AUDITS/INSPECTIONS**

CONTRACTOR agrees to permit the COUNTY'S Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the COUNTY) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of CONTRACTOR for the purpose of auditing or inspecting any aspect of performance under this CONTRACT. The inspection and/or audit will be confined to those matters connected with the performance of the CONTRACT including, but not limited to, the costs of administering the contract. The COUNTY will provide reasonable notice of such an audit or inspection.

The COUNTY reserves the right to audit and verify the CONTRACTOR'S records before final payment is made.

CONTRACTOR agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this CONTRACT or by law.

CONTRACTOR agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the CONTRACTOR cease to exist as a legal entity, the CONTRACTOR'S records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY'S project manager.

22. **CONTRACTOR WORK HOURS AND SAFETY STANDARDS**

The CONTRACTOR shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and COUNTY safety regulations and laws.

23. **CONTRACTOR'S PROJECT MANAGER AND KEY PERSONNEL**

CONTRACTOR shall appoint a project manager to direct the CONTRACTOR'S efforts in fulfilling CONTRACTOR'S obligations under this CONTRACT. This project manager shall be subject to approval by the COUNTY and shall not be changed without the written consent of the COUNTY'S

project manager, which consent shall not be unreasonably withheld.

The CONTRACTOR'S project manager and key personnel shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the CONTRACTOR'S project manager.

24. **MATERIAL SAFETY DATA SHEET (VENDOR REQUIREMENT)**

CONTRACTOR is required to provide completed MSDS (Material Safety Data Sheet) for each hazardous substances provided to the COUNTY under the CONTRACTOR'S CONTRACT with the COUNTY. This includes hazardous substances that are not directly included in the CONTRACT, but are included in the goods or services provided by the CONTRACTOR to the COUNTY. The provision of the MSDSs must be in accordance in the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:

County of Orange
CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702

25. **EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address

SECTION C

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
(WITHIN 30 DAYS OF AWARD OF CONTRACT)**

In order to comply with the child support enforcement requirements of the County of Orange, within 30 days of award of CONTRACT, the CONTRACTOR agrees to furnish the required CONTRACTOR data and certifications to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent.

Failure of the CONTRACTOR to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT

**CERTIFICATION OF COMPLIANCE WITH
ORANGE COUNTY ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS POLICY**

"I certify that _____ (Company Name) _____ is in full compliance with all applicable federal, state, and local reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the CONTRACT with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

*Signature** *Name (Please Print)*

Title *Date*

Company Name

Contract Number

***Two signatures required if a corporation.**

SECTION D SCOPE OF WORK

INTRODUCTION

The Probation Department supervises adult and juvenile probationers to ensure they follow the orders of the Court and rules of probation. For those probationers who have committed alcohol and /or drug-related offenses, this often requires the taking of samples to determine if known substance abusers are violating the terms and conditions of their probation.

There are two components to this CONTRACT:

1. Urinalysis laboratory testing services; and
2. Oral fluids laboratory testing services.

A. URINALYSIS LABORATORY TESTING SERVICES

The first component to this CONTRACT is for urinalysis testing services.

1. License and Certification

Pursuant to Section 353 of the Public Health Services Act as revised by the Clinical Laboratory Improvements Amendments (CLIA 88), CONTRACTOR shall have a valid CLIA Laboratory Certificate of Accreditation. In addition, CONTRACTOR shall have a State of California Clinical Laboratory license and/or be accredited by College of American Pathologists Forensic Urinalysis Drug Testing Program (CAP FUDT).

2. Methodology

- a. CONTRACTOR to perform urinalysis testing as approved by, and in compliance with, U.S. Department of Health and Human Services guidelines.
- b. All samples with positive screens shall be subject to confirmation via gas chromatography/mass spectrometry (GC/MS), liquid chromatography / mass spectrometry/mass spectrometry (LC/MS/MS), or other acceptable alternate non-immunological method consistent with CLIA and/or accredited quality assurance program participation Thin layer chromatography (TLC) shall not be used as a method of confirming samples with positive screens.”

3. Consumables

CONTRACTOR shall provide, at no additional charge to County, all consumables required, such as wrapped specimen bottles and caps, urine/specimen containers (standard size, leak proof, free of any contaminant or preservative that could alter the drugs or metabolites), pre-addressed labels and forms, chain of custody forms, mailer/transportation cartons, etc. CONTRACTOR must be able to respond to urgent consumable supply requests within 24 hours of request.

4. Pickup Service

CONTRACTOR will be responsible for picking up specimens on a daily basis or as needed from

all locations listed herein. The COUNTY may add or delete locations as deemed necessary at no additional costs. Any courier and/or shipping/pick-up costs will be at no additional cost to COUNTY and shall be included in the CONTRACTOR'S bid price for testing services.

5. Freight and Postage

All freight and postage costs shall be prepaid by CONTRACTOR at CONTRACTOR'S expense and shall be included in the CONTRACTOR'S bid price for testing services. CONTRACTOR shall be responsible for packaging, preparing and addressing specimens for postal/courier transportation as required.

Test samples must arrive at laboratory within twenty-four (24) hours of pick-up from Probation Department site(s).

6. Test Results Reporting

Once samples have arrived at the laboratory via approved carrier, CONTRACTOR shall provide a reporting of test results to the Probation Department within forty-eight (48) to seventy-two (72) hours. CONTRACTOR must have the ability to provide such reporting through: (a) an electronic file format, as described in Section E of this IFB; (b) facsimile; and (c) an established courier service appointed by the CONTRACTOR.

All test results must be stored by the CONTRACTOR, and made available to the Probation Department upon request for the term of the CONTRACT.

7. Storage-Specimens

All specimens shall be stored by CONTRACTOR for two (2) weeks from date of report of test result. All specimens testing "positive" shall be stored by CONTRACTOR in a manner acceptable to COUNTY for 180 days from date of test result for purposes of potential re-test. Upon written request by the appropriate Probation Department facility, some specimens may require longer storage due to extended court action.

8. Confirmation Requirements

There shall be a clear process for confirming positive urine tests. CONTRACTOR shall have a clear, standard procedure in place for the re-test. Procedure shall include contact person, title, day and time contact is available. CONTRACTOR must confirm any drug test result found to be positive with any substance in the full screen tests by a different analytical procedure in order to verify/confirm positive test results. Positive test results shall be verified/confirmed prior to notifying COUNTY of test results.

9. Billing

Statements are to be mailed monthly for the previous month's tests performed, for each pick-up location. A master list of all tests conducted in the previous month sorted by patient/case number is required. CONTRACTOR must have a billing system, acceptable to the county, which tracks each sample received and tested by the CONTRACTOR and entered against the payable invoice.

10. Court Appearance/Testimony

CONTRACTOR shall provide a technical representative, upon request and/or subpoena, for testimony at court trials to present information to the court related to such topics as sample preparation, testing methodology, and chain of custody issues. CONTRACTOR and employees, which may include any or all persons who have handled the sample (courier, data entry person, technician who screens the sample, technologist(s) that have performed the confirmation), must have the ability to respond to requests to appear in court for court testimony on date specified in subpoena or as may otherwise be set by the court. Court appearance/testimony fees shall be included in the CONTRACTORS bid price for testing services.

11. Background/Security

Courier service personnel required in performance of this work shall be warranted to possess sufficient experience to perform this work. CONTRACTOR shall ensure that all courier service employee(s) who may be assigned to this work undergo a background investigation conducted by the Probation Department prior to assignment to provide the services designated in the Price Agreement.

12. Chain of Custody

The CONTRACTOR shall ensure a legally defensible written and performed chain of custody procedure effective from the point of sample pick up from the Probation Department location, through individual sample preparation, screening analysis, positive test result confirmation, and sample storage to the point of written result reporting to the Probation Department. This procedure shall be submitted for review prior to commencement of services and must be approved by the Probation Department.

13. Identification of Samples

CONTRACTOR must accommodate the Probation Department identification format specified below, which may include one or more of the following:

Letter prefix and six digit identification #	A#123456 J#123456 L#123456
Date of Birth	01/01/02
Social Security Number	123-45-6789
Drivers License Number	N123456789

ACTUAL NAMES OF CLIENTS WILL NOT BE USED

14. Quality Assurance

CONTRACTOR will permit periodic, unannounced visits to CONTRACTOR'S laboratory by COUNTY personnel for purposes of inspecting laboratory conditions, sample preparation/analysis, sample storage, and record keeping practices related to urinalysis testing services provided by CONTRACTOR.

B. ORAL FLUIDS DRUG TESTING SERVICES

The second component of this CONTRACT is for oral fluids laboratory testing services.

This component requires:

a complete program of initial testing of oral fluid samples, and confirmation testing as requested for a routine National Institute of Drug Abuse (NIDA) 5 panel screening consisting of Marijuana (THC), Cocaine, Opiates, Amphetamines, Methamphetamines, and PCP. The drug-testing laboratory must comply with the regulations governing clinical laboratories as managed by the State of California Department of Health, the United States Federal Department of Health, and Human Services under Clinical Laboratory Improvement Amendments (CLIA). Without exception, a "laboratory test" shall consist of laboratory testing for all of the aforementioned drugs using only one oral fluid sample (to be used for both screening and confirmation testing) obtained via a swab medium meeting the below listed product requirements.

Oral fluid samples must be initially screened in a laboratory using Enzyme-Linked Immunosorbent Assay (ELISA), proven reliable for routine drug testing. Any samples that test positive during the initial screening process must then be sent to confirmation testing using either gas chromatography/mass spectrometry (GC/MS) or liquid chromatography/mass spectrometry/mass spectrometry (LC/MS/MS). CONTRACTOR will provide all services, postage, transportation and supplies; including oral fluid test kits, labels, mailing containers, etc., at no additional cost to the COUNTY. This will be awarded to one laboratory meeting all required product and laboratory specifications referenced in this document.

A) Product Specifications:

1) General:

- a) The oral fluid collection device must have an available minimum shelf life of 6 months.

2) Oral Fluid Specimen Collection Device shall:

- a) Contain a collection pad affixed to a plastic stick, and a sealed vial, containing buffer. Both must be sealed within an outer package to insure integrity of the product. The collection pad/stick must be sealed within its own inner-package further insuring product integrity;
- b) Be capable of storage at room temperature prior to use for shelf-life of product;
- c) Allow for use as a stand-alone oral fluid collection device, requiring no other devices or machinery to collect a sample, to allow for oral fluid sample collection in remote locations independent from the laboratory performing the DOA screening;
- d) Be capable of collecting an oral fluid sample within 2-3 minutes;
- e) Allow for collection of oral fluid samples directly by the client/offender and must allow for fully observed collection by an agent/officer/counselor;
- f) Once the oral fluid sample is collected by the client/offender, the pad/stick must be able to be inserted directly into the vial of the oral fluid collection device, allow the client/offender to break the sample collection stick at the score mark on the stick, and allow for the vial cap to be handed to the client/offender, who finally seals their own sample within the vial. The client/offender can then initial the vial and/or allow the agent/officer/counselor ability to apply their unique bar code label to the vial thus minimizing any argument of sample mix-up

or in chain of custody. (all labels and bar codes shall be provided by CONTRACTOR)

- g) Include a vial that
 - 1) contains a unique combination of buffer and preservative to stabilize oral fluid samples prior to analysis for DOA;
 - 2) provides ample space for writing in patient/client identification information or accommodates a bar code label, provided by the CONTRACTOR;
 - 3) contains a cap that provides a tight seal to prevent leakage of the oral fluid sample; and,
 - 4) allows for a chain of custody seal that must be applied to the vial to ensure closure and prevent contamination/tampering of the collected sample.
- h) Must ensure that the oral fluid collection device collects sufficient oral fluids at the time the original oral fluid sample is collected to allow for both screening and confirmation testing from the original fluid sample.

B) Screening Product Specifications:

1) Oral Fluid Drugs of Abuse(DOA) Screening Products/Tests:

- a) The oral fluid DOA screening products/tests must be laboratory based screening products using a Micro-Plate format.
- b) The oral fluid DOA screening products/tests must utilize drug class specific antibodies to screen for DOA.
- c) The oral fluid sample collected by the oral fluid collection device must be able to be utilized to screen for up to a total of seven (7) separate drugs of abuse (DOA), to include but not limited to the following: amphetamine, cannabinoids (THC), cocaine, methadone, methamphetamine, opiates, and phencyclidine (PCP).
- d) The oral fluid screening products/testing must have cutoff values that meet or exceed preliminary guidelines established by Substance Abuse Mental Health Services Administration (SAMHSA) for drug testing of alternate matrices. Minimum cutoff values for each drug/class are as follows:

	<u>ELISA (screen)</u>	<u>GCMS (confirmation)</u>
Amphetamine	50 ng/mL	15 ng/mL
Cannabinoids	4 ng/mL	1 ng/mL
Cocaine Metabolite	20 ng/mL	10 ng/mL
Methadone	50 ng/mL	50 ng/mL
Methamphetamine	50 ng/mL	15 ng/mL
Opiates	40 ng/mL	25 ng/mL
Phencyclidine	10 ng/mL	5 ng/mL

C) Laboratory Requirements:

- 1) **Supplies:** CONTRACTOR shall furnish all oral fluid collection devices, postage, transportation and supplies including, labels, mailing containers, chain of custody seals, etc.
- 2) **Routine Tests:** CONTRACTOR will test each sample as specified for amphetamines, cocaine, marijuana, opiates and PCP by Immunoassay and perform confirmation tests by GC/MS on positive results when requested.
- 3) **Additional Tests:** **Upon specific request only, additional drug test screens and confirmation** of samples may be requested.
- 4) **Courier Service:** CONTRACTOR shall arrange for courier service to pick up all samples at the designated location(s) on a daily basis if applicable. (*please refer to Exhibit A., item #4 entitled "Pick up services"*)
- 5) **Training:** CONTRACTOR shall provide written instruction and necessary on-site training to Probation Department staff for collection and documentation procedures.
- 6) **Test Result Reporting:** Samples with results that do not require GC/MS confirmations shall be reported within 24 hours of receipt at laboratory. Results on positive samples confirmed by GC/MS shall be reported within 72 hours of receipt at laboratory. The CONTRACTOR must have the capability to transmit results via fax, mail, email, secured Internet or other means as requested. (*please refer to Exhibit A, item entitled "Telecommunication Services"*)
- 7) **Storage:** CONTRACTOR will store all samples testing positive in a manner agreed upon by both COUNTY and CONTRACTOR.
- 8) **Chain of Custody:** The CONTRACTOR of these services shall ensure a legally defensible written and performed chain of custody procedure effective from the point of sample pickup from the customer through individual sample preparation, screening analysis, positive result confirmation and sample storage to the point of written result reporting.

Expert Witness Testimony: CONTRACTOR shall provide for the availability of expert witness testimony, and any necessary litigation material and telephonic testimony needed by the COUNTY to defend against legal action resulting from samples confirmed positive by GC/MS upon request by COUNTY.

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SECTION E

Electronic Reporting of Test Results

The CONTRACTOR provides an electronic file of urinalysis and oral fluids testing results. The file should be transmitted on a fixed schedule using the File Transfer Protocol (FTP). OCPD will initiate a process at a scheduled time to fetch the file from the Service Provider's web site or FTP server. It is the CONTRACTOR'S responsibility to guarantee that any file lost during the transmission or not transmitted completely can be recovered for OCPD and re-transmitted at OCPD's request.

CONTRACTOR shall provide, at no additional charge to the COUNTY, test results reported via E-mail and/or facsimile.

Request File Format

The drug test results file should be in compliance with the standard format of the Extensible Markup Language (XML) version 1.0. Every file transmitted should contain a Control record, with one to many Test Result records.

Drug Test Results:

The file contains a Control Record that summarizes the contents of the drug test results file.

- **Agency ID** - a value "OCPD" to indicate this file is for Orange County Probation Department.
- **File Creation Date** - the date the file is created for transmission.
- **Number of Samples Processed** - the total number of samples tested presented in the file, which is equivalent to the number of Test Result records.

Each test result record contains information for each sample processed. A sample yields several test results. Result of each drug test for a sample will be indicated in each occurrence of the "Drug Description" and "Test Result" field.

- **ML Number** - the internal ID of a probationer in OCPD's Case Management System (CMS).
- **DPO Number** - the officer number of the probation officer who took the sample.
- **DPO Last Name, DPO First Name** - the name of the probation officer.
- **Location** - the office location where the sample was collected.
- **Sample Collection Date** - the date the sample was collected from probationer.
- **Sample Received Date** - the date the vendor received the sample.
- **Sample Process Date** - the date the vendor processed the sample.
- **Drug Description** - the type of the test. Examples are "AMPHET", "COCAIN", "PCP", "PROPOX" and "THC". This field occurs one to many times depend on how many tests were conducted.
- **Test Result** - the result of a particular test. It could be a "POS", "NEG", or "INC" which means inconclusive. The test results can also hold numeric values for tests such as "THC".

All data fields in this record type except the "Sample Received Date", "Sample Process Date", "Drug Description" and "Test Result" are provided by OCPD when the sample is submitted to the vendor.

The record layouts are as follows:

<u>Field Name</u>	<u>Data Type</u>	<u>Field Size - max</u>
AGENCY ID	String	4 value "OCPD"
FILE CREATION DATE	Integer	8 format: CCYYMMDD
NUMBER OF SAMPLES PROCESSED	Integer	6
DRUG TEST SAMPLES Occurs one to many times.		
ML NUMBER	String	10
SAMPLE COLLECTION DATE	Integer	8 format: CCYYMMDD
SAMPLE RECEIVED DATE	Integer	8 format: CCYYMMDD
SAMPLE PROCESS DATE	Integer	8 format: CCYYMMDD
DPO NUMBER	Integer	6
DPO LAST NAME	String	20
DPO FIRST NAME	String	20
LOCATION	String	6
TEST RESULTS Occurs one to many times.		
DRUG DESCRIPTION	String	6
TEST RESULT	String	6

OCPD needs this file format for uploading to its CMS. OCPD will then check the records for errors before updating the Department's Urinalysis system.

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SECTION F

PICK-UP LOCATIONS FOR TESTING SERVICES

LOCATION	ADDRESS
NCFSO	1535 E. Orangewood Anaheim, CA 92805
WCFSO	14180 Beach Blvd., Westminster, CA 92683
SCFSO	23141 Moulton Pkwy. Bldg C, Suite 110, Laguna Hills, CA 92653
SAO (DOWNSTAIRS)	909 N. Main Street. Santa Ana, CA 92701
Juvenile Hall (2 nd FLOOR)	331 The City Drive. Orange, CA 92868
MOB (4 TH FLOOR)	301 The City Drive Orange, CA 92868
MOB (5 TH FLOOR)	301 The City Drive. Orange, CA 92868
HARBOR JUSTICE CENTER (RPO Office 2 nd Floor)	4601 Jamboree Road Newport Beach, CA
Grand Avenue Office, Central Youth Reporting c/o Assistant Division Director, Program and Community Resources	1001 S. Grand Avenue. Santa Ana, CA 92705
North Youth Reporting c/o Assistant Division Director, Program and Community Resources	160 W. Cerritos Ave., Bldg 4, Anaheim, CA 92805
Youth Guidance Center (Administration Office)	3030 N. Hesperian Santa Ana, CA 92706

SECTION G
COMPENSATION/PAYMENT SCHEDULE
FOR
URINALYSIS AND ORAL FLUIDS
LABORATORY TESTING SERVICES

I. COMPENSATION

A. Price Agreement

This is a Price Agreement in an amount not to exceed \$ ~~459,155~~ 409,155 between COUNTY and CONTRACTOR for Urinalysis & Oral Fluids Laboratory Testing Services.

CONTRACTOR agrees to accept the specified compensation as full remuneration for performing all services and furnishing all staffing and materials called for; for any reasonably foreseen difficulties under the responsibility of CONTRACTOR, which may arise or be encountered in the prosecution of the services until their acceptance; for risks connected with the services; and for performance by CONTRACTOR of all of its duties and obligations hereunder. The fixed price shall include the fee and all expenses related to the performance of work and services required to meet the requirements in the SOW, set forth more fully in Exhibit A of this Agreement.

B. Pricing (Cost Summary and Detailed Cost Breakdown)

CONTRACTOR shall identify any items that are being proposed as optional and not included as part of the proposal total fixed price.

CONTRACTOR shall be the "primary" contractor and as such be responsible for providing all equipment for subcontracts as necessary to implement the Agreement.

CONTRACTOR is responsible for presenting accurate and valid pricing information. Errors in pricing all or part of the services may result in elimination of the proposal from further consideration by COUNTY.

II. PAYMENT TERMS

A. Terms

Payment will be made within 30 days upon the Auditor-Controller's receipt of an approved invoice submitted in accordance with the terms set forth herein. The invoice must be verified and approved by County's Contract Administrator/Agency and is subject to routine processing requirements of COUNTY.

Payment made by COUNTY shall not preclude the right of COUNTY from thereafter disputing any items or services involved or billed under this Agreement and shall not be construed as acceptance of any part of the services.

B. Invoicing Instructions

1. Invoices and all supporting documentation shall be forwarded to the attention of County's Accounts Payable department:

County of Orange

Probation Department
P.O. Box 10260
Santa Ana, CA 92711

2. Acceptable Invoicing Format: CONTRACTOR may bill on any standard invoice form, but the following references must be made:
 - a. Invoice amount;
 - b. COUNTY Agreement Number;
 - c. CONTRACTOR'S Federal I.D. Number and California Board of Equalization Permit Number (if California sales tax is added and collectible or if no permit is shown, sales tax will be deducted from payment and County will pay use tax directly to the State of California in lieu of California sales tax);
 - d. Date of services.

The responsibility for providing acceptable invoice(s) to County for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.

3. CONTRACTOR may be required by COUNTY to obtain from any or all subcontractor, suppliers, subtier firms, or individuals' satisfaction and release of payment for any products or services furnished to CONTRACTOR on behalf of COUNTY in the performance and completion of the SOW. Such releases shall be submitted with the corresponding invoices to COUNTY for any progress payments scheduled or due CONTRACTOR. COUNTY may reject any CONTRACTOR invoice not complete with subcontractor, supplier or subtier satisfaction and release of payment when it has been required.

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SECTION H

PANEL COMPOSITION for URINALYSIS LABORATORY TESTING SERVICES

1. Testing procedures defined as “*routine screen*” noted below to include the following drugs to be tested with corresponding tolerances or “cut-off” concentrations specified per SAMHSA (Substance Abuse and Mental Health Services) Mandatory Guidelines for Federal Workplace Drug Testing Programs and/or per Probation Department specification:

Initial Test Cut-Off Concentration (nanograms/milliliter)

Marijuana metabolites	50
Cocaine metabolites	300
Opiates metabolites	2000
Phencyclidine	25
Amphetamine metabolites	1000

Confirmatory Test Cut-Off Concentration (nanograms/milliliter)

Marijuana metabolite	50
Cocaine metabolites	150
Opiates metabolites	
Morphine	2000
Codeine	2000
6-Acetylmorphine	500
Phencyclidine	25
Amphetamine	500
Methamphetamine	500

2. Additional “cut-off” concentrations with regards to drugs not specified per SAHMSA to be determined by the Probation Department as follows:

Confirmatory Test Cut-Off Concentration (nanograms/milliliter)

Propoxyphene	300
Benzodiazepines	300
Methadone	300
Barbiturates	300
MDMA (Ecstasy)	500

3. Cut-Off concentrations with regards to drugs listed as, “special screen” or “special request” to be determined by the Probation Department at a later date and subject to change at no additional cost.

Section I

PRICE PAGE

CONTRACTOR cost per panel shall include testing, screening and confirmations for all categories listed in the following "Routine Screen" panel:

Drug or Drug Class
Amphetamine (Amphetamine) (Methamphetamine)
MDMA (Ecstasy)
Opiates (Codeine) (Morphine)
Methadone
Cocaine (Benzoylecgonine)
Barbiturates
Benzodiazepines
Marijuana/ THC (Tetrahydrocannabinol)
Propoxyphene

The total cost for above "Routine Screen" panel shall be:

\$ 4.39 per panel

UNIT PRICE TO INCLUDE ALL SERVICES AND CONFIRMATION

Special Test by Request Only

Identified as “Special Screen or Special Request”

CONTRACTOR to include Confirmatory Test Cut-Off Concentrations for each listed drug with bid

Note: All confirmatory tests for the “Special Screen/Requests” (except alcohol) will be conducted via GC/MS process and should be included in unit price for each drug.

Drug or Drug Class	Unit Cost Per Test (Includes All Services and Confirmation)	Confirmatory Test Cut-off Concentration (nanograms/millilite)
b. Ethanol (Alcohol)	\$1.00/ea	
c. Opiates Oxycodone Includes: Oxycontin, Percodan Percocet	\$1.50/ea	
d. Hydrocodone (Vicodin)	\$5.00/ea	
e. Meperidine	\$5.00/ea	
f. Gammahydroxybutyrate (GHB)	\$35.00/ea	
g. Ketamine (Special K)	\$20.00/ea	
H Steroids	\$85.00/ea	
i. Lysergic Acid (LSD)	\$10.00/ea	
j. Phencyclidine (PCP)	\$1.00/ea	
k. Toluene	\$25.00	

Is there a fee charged to County for occasional court appearance/testimony?

Yes X No _____

If yes, please quote your fee per appearance, and/or per hour as applicable.

	Total
1. Hourly charge (4 hour minimum) Hourly rate \$ _____ X 4 hours =	\$ <u> n/c </u>
2. Appearance Charge	\$ <u> 200.00 </u>
3. Mileage Charge (one total charge).....	\$ <u> n/c </u>
4. Any additional charges for appearance/testimony....	\$ <u> n/c </u>

2. PRICE PAGE FOR ORAL FLUIDS DRUG TESTING SERVICES

	<u>UNIT COST</u>
a. Cost for Oral Fluid Collection Device:	\$ <u> 1.75 </u>
b. Cost for Routine NIDA 5 Panel initial screening:	\$ <u> 4.50 </u>
c. Cost of initial screening for Methadone	\$ <u> 1.25 </u>
d. Cost per drug confirmation testing (GCMS): (NIDA 5 panel)	\$ <u> 2.50 </u>
e. Cost per drug confirmation testing (GCMS) (Methadone)	\$ <u> 2.50 </u>
f Cost for On-Site Training:	\$ <u> no charge </u> .
g. Cost for Expert Witness Testimony: (to include but limited to the following: Food, lodging, airfare, car rental, if applicable)	\$ <u> no charge </u> .

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Price Agreement to be executed.

CONTRACTOR*

COUNTY OF ORANGE, a political
Subdivision of the State of California

By: _____

By: _____

Deputy Purchasing Agent

Title: _____

Dated: _____

Dated: _____

By: _____

Title: _____

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL

By: _____

Deputy

Dated: _____

*For Contractors/ Vendors that are **corporations**, signature requirements are as follows:

- 1) One signature by the Chairman of the Board, the President or any Vice President,
and
- 2) One Signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
or an
Assistant Treasurer.

For Contractors/Vendors that are not Corporations, the person who has authority to bind the Contractor/Vendor to a contract must sign on one of the lines above