



**COUNTY OF ORANGE
PROBATION DEPARTMENT**

AGREEMENT BETWEEN THE

COUNTY OF ORANGE

AND THE

REDWOOD TOXICOLOGY LABORATORY, INC.

FOR THE PROVISION OF

**URINALYSIS,
ORAL FLUIDS,
AND ETHYL GLUCURONIDE LABORATORY TESTING SERVICES,
AND ON-SITE TESTING DEVICES FOR ORAL FLUIDS AND URINALYSIS**

May 1, 2013 2014

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**AGREEMENT
BETWEEN
THE COUNTY OF ORANGE
AND
REDWOOD TOXICOLOGY LABORATORY, INC.
FOR THE PROVISION OF
URINALYSIS, ORAL FLUIDS, AND ETHYL GLUCURONIDE (EtG) LABORATORY TESTING SERVICES
AND ON-SITE TESTING DEVICES FOR ORAL FLUIDS AND URINALYSIS**

THIS AGREEMENT, (hereinafter referred to as "CONTRACT"), entered into this _____ day of _____, ~~2013~~ 2014, that date is enumerated for the purpose of reference only, is by and between the County of Orange, a political subdivision of the State of California, acting through the Orange County Probation Department, hereinafter referred to as "COUNTY", and Redwood Toxicology Laboratory, Inc., with a place of business at 3650 Westwind Blvd., Santa Rosa, CA 95403, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR may be referred to individually as "Party" or collectively as "Parties".

RECITALS

~~WHEREAS, CONTRACTOR responded to Invitation for Bid (IFB) #057 RT P08395, "Urinalysis, Oral Fluids, and Ethyl Glucuronide Laboratory Testing Services, and On-site Testing Devices for Oral Fluids and Urinalysis", issued by the Orange County Probation Department ("Probation");~~

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

~~WHEREAS, on April 9, 2013, the Orange County Board of Supervisors approved an agreement with Redwood Toxicology Laboratory, Inc. for the Provision of Urinalysis, Oral Fluids, and Ethyl Glucuronide Laboratory Testing Services, and On-site Testing Devices for Oral Fluids and Urinalysis, effective May 1, 2013 through April 30, 2014, renewable for four additional one-year periods; and~~

~~WHEREAS, CONTRACTOR agrees to render~~ continue rendering the required testing services for COUNTY in accordance with the terms and conditions set forth herein, ~~effective May 1, 2014 through April 30, 2015; and~~

NOW, THEREFORE, the Parties mutually agree as follows:

I. GENERAL TERMS AND CONDITIONS

- A. Governing Law and Venue:** This 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 any and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract:** This CONTRACT, when accepted by the 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 by COUNTY'S Purchasing Agent or his designee, hereinafter "PURCHASING AGENT."

- C. Amendments:** No alternation 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 PURCHASING AGENT in writing.
- D. Taxes:** Not applicable.
- 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. Over-shipments and under-shipments of goods shall be only as agreed to in writing 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 COUNTY and its indemnitees as identified in paragraph "HH" below, and as more fully described in paragraph "HH", 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 "HH" below, it shall indemnify, defend, and hold COUNTY and COUNTY INDEMNITEES (as defined in paragraph "HH") 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. In the event of such a breach, this Contract may be terminated forthwith.

In the event that COUNTY should consent to subcontracting, each and all of the provisions for this CONTRACT and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties. Whenever the CONTRACTOR is authorized to subcontract, the terms of this CONTRACT shall prevail over those of any such subcontract.

In the event the CONTRACTOR is allowed to subcontract, the COUNTY shall look to the CONTRACTOR for the results of its sub-tier. The CONTRACTOR agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the CONTRACTOR. No subcontracts shall alter in any way any legal responsibility of the CONTRACTOR to the COUNTY.

In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime CONTRACT with the County of Orange. All representations and warranties shall inure to the benefit of the County of Orange."

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 thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, or 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.~~

Termination – Default of Contractor: If CONTRACTOR is in default of any of its obligations under this CONTRACT, County shall give 60 days' notice to CONTRACTOR that this CONTRACT may be canceled if the specific deficiencies are not corrected. If CONTRACTOR is in default of any of its obligations under this CONTRACT and COUNTY determines that such default poses a serious threat to public safety, and CONTRACTOR has not commenced cure within 10 days after receipt of a written notice of default and cured such default within the time specified in the notice, the COUNTY shall immediately be entitled to 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.

Termination – Convenience of the County: Performance of services under this CONTRACT may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a 60-day written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective. This provision is not applicable when COUNTY terminates the CONTRACT pursuant to Section II, Paragraph 6.0 of this CONTRACT.

After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
1) Stop services under this CONTRACT on the date and to the extent specified in the Notice of Termination, and
2) Complete performance of any work that is not terminated by the Notice of Termination.

Termination – Orderly: Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, electronic data, 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.

- 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. 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 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

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 A.M. 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.

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	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 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.

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.

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).

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.

- 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 "HH" below, 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 "HH" below, 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 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 party 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 party 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 party 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 harmless the COUNTY, its officers, elected and appointed officials, 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.

II. ADDITIONAL TERMS AND CONDITIONS

- 1.0 Scope of Contract:** This CONTRACT, together with its Attachment, attached hereto and incorporated herein by reference, specifies the terms and conditions by which the COUNTY will procure and receive services from CONTRACTOR. The Scope of Work is fully set forth in Section III of this CONTRACT.
- 2.0 Term:** The term of this CONTRACT shall be for the period commencing May 1, 2013 2014 through April 30, 2014 2015; and shall be subject to the termination provisions set forth in the following sections:

Section I, General Terms and Conditions:

- Paragraph I – Assignment or Subcontracting
- Paragraph K – Termination
- Paragraph P – Insurance Provisions

Section II, Additional Terms and Conditions:

- Paragraph 6.0 – Contingency of Funds
- Paragraph 7.0 – Child Support Enforcement Requirements
- Paragraph 8.0 – CONTRACTOR Bankruptcy/Insolvency
- ~~Paragraph 13.0 – Termination (Convenience of COUNTY, Default and Orderly)~~
- Paragraph 413.0 – Conflict with Existing Law
- Paragraph 4817.0 – Covenant against Contingent Fees

- 2.1 Renewal:** This CONTRACT may be renewed under the same terms, conditions, scope of work, and pricing, for up to ~~four~~ **three** additional 12-month periods, subject to: (a) the COUNTY'S assessment of CONTRACTOR'S performance and market conditions 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 this CONTRACT.

- 3.0 Compensation:** The CONTRACTOR agrees to accept the specified unit compensation as set forth in Section IV of this CONTRACT, entitled "Cost/Compensation for Contract Services", for the actual number of testing services provided, as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder.
- 4.0 Records:** CONTRACTOR shall keep an accurate record of time expended by CONTRACTOR and/or subcontractors working for CONTRACTOR in the performance of this CONTRACT. Such records shall be available for periodic inspection by the COUNTY at reasonable times.
- 5.0 Conflict of Interest:** 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.

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.

- 6.0 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.
- 7.0 Child Support Enforcement Requirements:** In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of CONTRACT, but prior to official award of CONTRACT, the selected CONTRACTOR hereby agrees to furnish assigned Deputy Purchasing Agent with the required CONTRACTOR data and certifications, in the form of Attachment A to this CONTRACT, entitled "County of Orange Child Support Enforcement Certification Requirements", attached hereto and incorporated herein by reference. Child Support Enforcement Certification Requirements shall include the following information:
- 7.1 In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
 - 7.2 In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - 7.3 A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - 7.4 A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state employee 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 this CONTRACT. Failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of this CONTRACT.

8.0 Contractor Bankruptcy/Insolvency: If the CONTRACTOR should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the CONTRACTOR'S insolvency, the COUNTY may terminate this CONTRACT.

9.0 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:

~~9.1 Afford the CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;~~

9.2 Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

10.0 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.

11.0 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 discrepancies in CONTRACT exist 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/her designee.

12.0 Disputes

12.1 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'S Purchasing Agent by way of the following process:

12.1.1 The CONTRACTOR shall submit to the agency/department assigned buyer 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.

12.1.2 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.

12.2 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'S Purchasing Agent or his/her designee. If the COUNTY fails to render a decision within ninety (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 ninety (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.

~~13.0 Termination (Convenience of County, Default and Orderly): In accordance with Paragraph K of Section I of this CONTRACT, 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 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 assigned 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:~~

~~13.1 Stop work as specified in the notice of termination;~~

~~13.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;~~

~~13.3 Terminate all orders and subcontracts to the extent they relate to the work terminated;~~

~~13.4 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;~~

~~13.5 As directed by the assigned Deputy Purchasing Agent, transfer title and deliver to the COUNTY (a) fabricated or un-fabricated 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;~~

~~13.6 Complete performance of the work not terminated; and~~

~~13.7 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 COUNTY in a format acceptable to the COUNTY. The CONTRACTOR shall submit the proposal promptly, but no later than sixty (60) days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the CONTRACTOR within the ninety (90) day period following delivery of COUNTY'S notice of termination. 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 thirty (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 (3) 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 may 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 (10) days after receipt of a written notice of default from 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 sixty (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 assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.~~

14.0
13.0 Conflict with Existing Law: The CONTRACTOR and the COUNTY agree that if any provision of this CONTRACT is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the CONTRACT shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the CONTRACT, the CONTRACT shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.

15.0
14.0 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.

16.0
15.0 Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

TO: COUNTY
Orange County Probation Department
909 N. Main St., Suite 1
Santa Ana, CA 92701
Attn: Purchasing Services

TO: CONTRACTOR
Redwood Toxicology Laboratory, Inc.
3650 Westwind Boulevard
Santa Rosa, CA 95403
Attn: Mary Tardel, Director of Business Development

17.0
16.0 Contractor Furnished Items: CONTRACTOR shall furnish all personnel, supplies, tools, equipment, and any other incidentals necessary to perform all services required by this CONTRACT.

18.0
17.0 Covenant against Contingent Fees: 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, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and, in its sole discretion, to deduct from the Agreement price or consideration, or other wise recover the full amount of such commission, percentage, brokerage, or contingent fee from CONTRACTOR.

19.0
18.0 EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the COUNTY 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 [http://www.edd.ca.gov/Payroll Taxes/FAQ -California Independent Contractor Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.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
- Start and expiration dates of Contract
- Amount of Contract

20.0

19.0

Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The CONTRACTOR shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the CONTRACTOR shall apply to serving the COUNTY'S needs regardless of the circumstances. If the CONTRACTOR is unable to supply the goods/services under the terms of the CONTRACT, then the CONTRACTOR shall provide proof of such disruption and a copy of the invoice for the goods/services from the CONTRACTOR'S supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. These numbers will be used in addition to the Price Agreement number. All applicable invoices from the CONTRACTOR shall show both the emergency purchase order number and the CONTRACT number.

21.0

20.0

Usage: No guarantee is given by the COUNTY to the CONTRACTOR regarding usage of this CONTRACT. The CONTRACTOR agrees to supply services and commodities requested, as needed by the COUNTY, at prices listed in the CONTRACT, regardless of quantity requested.

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III. SCOPE OF WORK

A. Introduction

The Orange County Probation Department (Probation) is a criminal justice agency that has provided community protection to the residents of Orange County since 1909. As part of the County's continuum of criminal justice services, Probation's primary focus is on adult and juvenile offenders who are charged with or convicted of crimes.

"Probation" means the conditional release of an offender under specific terms ordered by the Court. It provides an opportunity for offenders to redirect their lives and pay restitution to their victims while under Probation's supervision. When adult or juvenile defendants are charged with law violations, Probation conducts criminal investigations and provides information for the courts to make sentencing decisions. While being processed by the courts, defendants may be released or they may be detained in custody.

After sentencing, Probation enforces court orders specific to each offender. Helping maintain a safe community is a mission-critical service area for Probation. The primary way that Probation provides protection to the community is to ensure that adult and juvenile offenders follow the orders of the court and rules of probation. Probation also assists offenders to address problems in their lives that may have contributed to their illegal activities, such as drug addiction. For those individuals who have committed alcohol and /or drug-related offenses, this often requires testing to determine if they are taking illegal substances, in violation of the terms and conditions of their probation.

B. Summary of Testing Services and Commodities to be Provided by CONTRACTOR

1. CONTRACTOR shall provide specimen collection devices and supplies that will enable Probation to submit samples taken for CONTRACTOR to perform the following three types of laboratory testing services:
 - a. Urinalysis, as more fully described in section III.E herein
 - b. Oral Fluids, as more fully described in section III.F herein
 - c. Ethyl Glucuronide (EtG), as more fully described in section III.G herein

CONTRACTOR shall maintain an electronic file of laboratory testing results, in the format and protocols required by Probation, as more fully described in section III.I herein.

2. CONTRACTOR shall also provide devices and supplies that will enable Probation to collect specimen samples for onsite presumptive testing as needed, as more fully described in section III.H herein:
 - a. Oral Fluids
 - b. Urinalysis

C. Minimum Standards for CONTRACTOR'S Laboratory

The following certification and compliance provisions are COUNTY's minimum requirements for CONTRACTOR's laboratory. CONTRACTOR will maintain a laboratory that complies with the following certification and compliance provisions:

1. Certification

Section 353 of the Public Health Service Act, as amended by the Clinical Laboratory Improvement Act of 1988, requires laboratories that perform tests on human specimens to meet the requirements established by the U.S. Department of Health and Human Services. Congress passed the CLIA amendments in 1988 to ensure the accuracy, reliability and timeliness of patient test results regardless of where the test was performed.

CONTRACTOR shall possess a valid CLIA registration certificate, or a certificate of accreditation. CONTRACTOR shall provide evidence of its certification(s) prior to the commencement of services under this CONTRACT. **CONTRACTOR shall maintain a valid CLIA registration certificate, or a certificate of accreditation for the duration of the CONTRACT.**

2. Compliance with Drug Testing Minimum Standards

Forensic drug testing is a laboratory specialty concerned with the testing of urine, oral fluid, hair, and potentially other specimens for drugs of abuse. It is performed for non-medical purposes, including law enforcement and employment-related screening. The laboratory may be freestanding or a section of a medical or forensic laboratory.

CONTRACTOR's laboratory shall be in compliance with the drug testing minimum standards of either the: (a) College of American Pathologists Forensic Drug Testing Accreditation Program; or (b) U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA). CONTRACTOR shall provide evidence of such compliance prior to the commencement of services under this CONTRACT. **CONTRACTOR shall remain in such compliance for the duration of the CONTRACT.**

D. CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR shall:

1. Provide all labor, materials, equipment, insurance coverage, permits, and licenses, necessary to provide the services specified herein
2. ~~Include all~~ **Accept as payment for all** charges for laboratory testing for urinalysis, oral fluids and EtG, as well as on-site testing devices for oral fluids and urinalysis, ~~in~~ the unit cost specified in section IV (Cost/Compensation for Contract Services)
3. Provide onsite training to Probation personnel, including written instructions and necessary procedures for specimen collection and documentation
4. Supply collection devices for test samples to be taken for submittal to CONTRACTOR for laboratory testing
5. Pick up specimens on a daily basis, or whenever needed, from various Probation office locations throughout Orange County, as identified in paragraph III.J ("Pick-Up Locations for Testing Services") herein
 - 5.1 At no additional courier, shipping or pick-up costs to the COUNTY, other pick-up locations may be added, or existing locations may be changed, as deemed necessary by Probation.
6. Prepare laboratory test results and notify Probation by e-mail when results are available at CONTRACTOR's secured website for authorized Probation staff to search and view.
7. Prepay all associated freight, postage, labels, mailing containers, and all incidentals for postal and courier transport, as necessary to perform the laboratory testing services as described herein and required by Probation.
8. Store all laboratory test specimens at CONTRACTOR's office, at no additional cost to County.
 - 8.1 All specimens testing "negative" shall be stored by CONTRACTOR for two (2) weeks from the date of report of the test result.

- 8.2 All specimens testing “positive” shall be stored by CONTRACTOR in a manner acceptable to COUNTY for 180 days from date of laboratory test result for purposes of potential re-test.
 - 8.3 Upon written notification by appropriate Probation personnel, ~~some specimens may require longer storage~~ CONTRACTOR shall store specified specimens for a longer period of time due to extended court action.
9. Make all laboratory test results available to Probation as specified herein for each type of testing.
 10. Pay for all costs associated with shipping and returning the laboratory test result specimens
 11. Ensure that all CONTRACTOR employees and courier service personnel undergo and pass a background investigation conducted by Probation prior to commencement of services under this CONTRACT, and that they possess sufficient experience to perform the work required therein
 12. Establish and maintain a written chain of custody procedure that will ensure performance under this CONTRACT that is legally defensible. Such procedure shall be in effect from the point of sample pick up from a Probation office location, through individual sample preparation, screening analysis, positive test result confirmation, and sample storage, to the point of written result reporting to Probation. ~~This procedure shall be submitted for review~~ CONTRACTOR shall prepare and submit a written chain of custody policy and procedure to Probation for review and approval prior to commencement of services. ~~and must be approved by Probation~~ Probation must approve CONTRACTOR’S written policy and procedure prior to CONTRACTOR providing any services under this CONTRACT.
 13. 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, its employees and agents, which may include any or all persons who have handled the sample, such as CONTRACTOR’s courier service, data entry personnel, technicians who screen the samples, technologists performing confirmation and retesting of results, shall respond to requests to appear in court for court testimony on date(s) specified in subpoena or as may otherwise be set by the court. ~~Court appearance/testimony fees shall be included in the CONTRACTOR’s price for testing services~~ CONTRACTOR shall provide employees for court appearances at no additional cost.

E. URINALYSIS LABORATORY TESTING SERVICES

1. Mandatory Federal Guidelines

CONTRACTOR shall perform urinalysis testing in compliance with U.S. Department of Health and Human Services “Mandatory Guidelines for Federal Workplace Drug Testing Programs”, as revised effective October 1, 2010 and published by the Substance Abuse and Mental Health Services Administration (SAMSHA).

On November 25, 2008, U.S. Department of Health and Human Services published a Final Notice of Revisions to the Mandatory Guidelines for Federal Workplace Drug Testing Programs in the Federal Register (73 FR 71858). A correction providing the effective date of May 1, 2010, was published in the Federal Register on December 20, 2008 (73 FR 75122). The Mandatory Guidelines establish standards for certification of laboratories engaged in drug testing under authority of section 503 of Public Law 100-71, 5 U.S.C. Section 7301 note and Executive Order 12564. The revisions to the Mandatory Guidelines address the collection and testing of urine specimens, the requirements for certification of Instrumented Initial Test Facilities, and the role of and standards for collections and Medical Review Officers.

2. Methodology

a. “Routine Screen” Panel Testing:

CONTRACTOR shall screen for the following drug or drug class, herein designated as “Routine Screen” panel testing. Additionally, the Routine Screen panel testing shall screen specimens for creatinine.

- 1) **Amphetamine** (Methamphetamine)
- 2) ~~MDMA (Ecstasy)~~ **6-MAM** [Heroin (Monoacetylmorphine)]
- 3) **Opiates** (Codeine) / (Morphine)
- 4) **Methadone**
- 5) **Cocaine** (Benzoylecgonine)
- 6) **Barbiturates**
- 7) **Benzodiazepines**
- 8) **Marijuana/THC** (Tetrahydrocannabinol)
- 9) **Hydrocodone**
- 10) **Oxycodone**

Routine Panel Composition: Testing procedures defined as “*routine screen*” noted below shall include the following drugs to be tested with corresponding tolerances or “cutoff” concentrations specified per SAMHSA (Substance Abuse and Mental Health Services) Mandatory Guidelines for Federal Workplace Drug Testing Programs, and/or per Probation specification:

Initial Test Cut-Off Concentration
(nanograms/milliliter)

Marijuana metabolites	50
Cocaine metabolites	150
Opiates metabolites	300
Phencyclidine	25
Amphetamine metabolites	500
MDMA (Ecstasy)	500

Confirmatory Test Cut-Off Concentration
(nanograms/milliliter)

Marijuana metabolite	15
Cocaine metabolites	100
Opiates metabolites	
Morphine	100
Codeine	100
6-Acetylmorphine	10
Phencyclidine	25
Amphetamine	250
Methamphetamine	250
MDMA (Ecstasy)	250

Additional “cut-off” concentrations with regards to drugs not specified per SAMHSA to be determined by Probation as follows:

Initial Test Cut-Off Concentration
(nanograms/milliliter)

Propoxyphene	300
Benzodiazepines	300
Methadone	300

Confirmatory Test Cut-Off Concentration
(nanograms/milliliter)

Propoxyphene	200
Benzodiazepines	200
Methadone	100
Barbiturates	200

b. “Special Screen” Panel Testing:

CONTRACTOR shall also screen for the following drug or drug class, herein designated as “Special Screen” panel testing, if requested by Probation. Additionally, the Special Screen panel testing shall screen specimens for creatinine.

- 1) **Ethanol** (Alcohol)
- 2) **Opiates** (Oxycodone)
Includes: Oxycontin,
Percodan
Percocet
- 3) **Hydrocodone** (Vicodin) **Hydromorphone** (Opiate, e.g., Dilaudid)
- 4) **Meperidine**
- 5) **Gammahydroxybutyrate** (GHB)
- 6) **Ketamine** (Special K)
- 7) **Steroids**
- 8) **Lysergic Acid** (LSD)
- 9) **Phencyclidine** (PCP)
- 10) **Toluene**
- 11) **Carisoprodol** (Soma)
- 12) **Zolpidem** (Ambien)
- 13) **Synthetic Cannabinoids** (K2/spice)
- 14) **Designer Stimulants to include at a minimum** (MBDB"eden"; MDA; MDEA"eve"; MDMA "ecstasy" "E", "X"; BUTYLONE; CATHINONE; ETHYLONE; MDPV " "cloud 9", "Ivory Wave", "White Lightning"; MEPHEDRONE "meph", "MCat"; METHCATHINONE; BZP; MCPP; TFMPP "Legal X")
- 15) **Suboxone/Buprenorphine**
- 16) **6-MAM/Opiates**
- 17) **Propoxyphene** (Opiate, e.g., Darvon, Darvocet)

3. Confirmation:

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.

4. Consumables:

CONTRACTOR shall provide, at no additional charge to COUNTY, all consumables required, such as wrapped specimen bottles and caps, and urine/specimen containers, which shall be standard-sized, leak-proof, and free of any contaminant or preservative that could alter the drugs or metabolites. For pick-up and

shipping purposes, CONTRACTOR shall supply pre-addressed labels and forms, chain of custody forms, and mailing and transportation containers. CONTRACTOR must be able to respond to urgent consumable supply requests within 24 hours of request.

5. Reporting of Test Results

Once samples have arrived at the laboratory via approved carrier, CONTRACTOR shall provide a reporting of test results to Probation within 48-72 hours. CONTRACTOR shall make such reporting through an electronic file format, as described in Section III.I (“Electronic Reporting of Test Results”) of this CONTRACT. All test results must be stored and maintained by the CONTRACTOR, and made available to Probation upon request.”

6. Confirmation Requirements:

CONTRACTOR shall establish a clear and definitive procedure for confirming positive urine tests and retesting. Such procedure shall include contact person, title, day and time contact is available. CONTRACTOR shall 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 and confirm positive test results. Positive test results shall be fully verified and confirmed prior to notifying Probation of test results.

7. Identification of Samples

CONTRACTOR shall accommodate the Probation identification format specified below, which may include one or more of the following, but will not use actual names of clients:

Letter prefix and six digit identification #	A123456
	J123456
	L123456

8. Quality Assurance:

CONTRACTOR shall accommodate periodic, unannounced visits to CONTRACTOR’S laboratory by COUNTY or Probation personnel for purposes of inspecting laboratory conditions, sample preparation and analysis, sample storage, and record keeping practices related to urinalysis testing services provided by CONTRACTOR.

Specifically, quality control standards include the following requirements:

- a) Laboratory conditions shall be maintained in such a manner that the identification and integrity of each sample submitted are preserved.
- b) There shall be maintained in a secure location in the laboratory, a written record for each sample submitted, including date received, identification numbers, and listing of any CONTRACTOR employees involved in the handling, sample preparation or sample analysis of each specimen; the results of the screen and confirmation tests, in cases of positively screened samples. These records, in total, shall be kept separate from other records maintained by CONTRACTOR for clients other than Probation.
- c) CONTRACTOR shall participate in proficiency testing and continuing quality assurance programs, and maintain registration or accreditation, as may be required in connection with the provisions of Section III.C (“Minimum Standards for CONTRACTOR’s Laboratory”) and E.1 (“Urinalysis Laboratory Testing Services, Mandatory Federal Guidelines”) herein. CONTRACTOR shall provide the results of

such proficiency testing and continuing quality assurance programs to Probation upon request.

- d) "Salted" sample tests as periodically submitted by Probation to CONTRACTOR shall be accurately analyzed, with the results indicating proper detection of compound(s) present in the artificially prepared samples. Should a false positive be reported, or a sample is misidentified, Probation shall immediately contact CONTRACTOR to jointly determine the cause of the error. The accuracy and reliability of test results from CONTRACTOR is of critical importance and must be maintained throughout the term of this CONTRACT.
- e) Stored positive samples must be secured in a locked freezer with a written log that indicates date and time sample was stored; by whom it was stored; identification number of each sample; when, by whom and why it was removed, and reasons for such; and, at the end of its retention period, when and by whom it was destroyed.

9. Supplemental Testing for Other Drugs or Drug Classes:

Probation's initial requirements for urinalysis laboratory testing services are specified above. However, Probation reserves the right to request supplemental testing for other drugs or drug classes, as necessary to accommodate the department's ongoing program needs.

F. ORAL FLUIDS LABORATORY TESTING SERVICES

1. Methodology

CONTRACTOR shall provide a complete program of initial and confirmation testing of oral fluid samples taken by Probation and submitted to CONTRACTOR for laboratory testing services. CONTRACTOR shall use only one oral fluid sample, to be used for both screening and confirmation testing, obtained via a swab medium that meets the product and screening specifications as provided in paragraph 3, Product Specifications, below.

CONTRACTOR shall perform initial-screen and test-confirm for the following drug or drug class:

- a. **6-panel:** (Marijuana (THC), Cocaine, Opiates, Amphetamines, Methamphetamines, and Oxycodone)
- b. **7-panel:** (Amphetamines, Benzodiazepines, Cocaine, Methamphetamines, Methadone, Opiates, THC)
- c. **8-panel:** (Amphetamines, Benzodiazepines, Cocaine, Methamphetamines, Methadone, Opiates, THC, Oxycodone)
- d. **11-panel initial screening (K2/spice):** (Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methamphetamines, Methadone, Opiates, Oxycodone, THC, K2/spice)
- e. **11-panel initial screening (Phencyclidine):** (Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methamphetamines, Methadone, Opiates, Oxycodone, THC, Phencyclidine)
- f. **Methadone (GCMS)**
- g. **Synthetic Cannabinoids (K2/spice)**
- h. **Opiates (Hydrocodone)**

2. Confirmation:

Oral fluid samples must be initially screened in a laboratory using Enzyme-Linked Immuno-Sorbent Assay (ELISA) or Enzyme Immuno Assay (EIA), both proven reliable for routine drug testing. Any samples that test positive during the initial screening process shall proceed to confirmation testing, using either gas chromatography/mass spectrometry (GC-MS), or liquid chromatography-mass spectrometry mass spectrometry/mass spectrometry (LC-MS/MS).

3. Product Specifications:

- a. The oral fluid collection device must have an available minimum shelf life of six (6) months.
- b. The oral fluid specimen collection device shall:
 - 1) Contain a collection pad affixed to a plastic stick and a sealed vial, containing buffer. Both must be sealed within an outer package to ensure integrity of the product. The collection pad and stick must be sealed within its own inner package to further enhance product integrity.
 - 2) Be capable of storage at room temperature prior to use for shelf-life of product.
 - 3) Allow for use as a stand-alone oral fluid collection device, requiring no other devices or machinery to collect a sample, thus enabling oral fluid sample collection in remote locations independent from the laboratory performing the Drugs of Abuse (DOA) screening.
 - 4) Be capable of collecting an oral fluid sample within 2-3 minutes.
 - 5) Allow for collection of oral fluid samples directly by the Probation's client, but fully observed by Probation.
 - 6) Following collection of the oral fluid sample by Probation's client, the pad and stick must be able to be inserted directly into the vial of the oral fluid collection device, and finally seal the client's own sample within the vial.
 - 7) With CONTRACTOR's pre-addressed labels and bar codes, enable Probation's client to initial the vial, and allow Probation personnel to apply their unique bar code label to the vial, preventing chain of custody issues or questions of sample mix-up.
 - 8) Include a vial that:
 - a) Contains a unique combination of buffer and preservative to stabilize oral fluid samples prior to analysis for DOA.
 - b) Provides ample space for writing in client identification information, and accommodates CONTRACTOR's bar code label
 - c) Contains a cap that provides a tight seal to prevent leakage of the oral fluid sample
 - d) Allows for a chain of custody seal that must be applied to the vial to ensure closure and prevent contamination and tampering of the collected sample

- e) 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.

4. Screening Test Specifications

a. CONTRACTOR shall provide oral fluid DOA screening products that:

- 1) Are laboratory-based screening products using a micro-plate format
- 2) Utilize drug class-specific antibodies to screen for DOA
- 3) Will screen for DOA, including but not limited to the following:

- a) Amphetamine
- b) Alcohol
- c) Barbiturates
- d) Benzodiazepines
- e) Cannabinoids (THC)
- f) Cocaine
- g) Methadone
- h) Methamphetamine
- i) Opiates
- j) Oxycodone
- k) Phencyclidine (PCP)

4) Have the following minimum concentration cutoff values that meet or exceed SAMHSA guidelines for drug testing of alternate matrices:

	<u>ELISA (screen)</u>	<u>EIA (screen)</u>	<u>GC-MS (confirmation)</u>
Amphetamine	50 ng/ml	50ng/ml	15 ng/ml
Alcohol	.025g/dl	.025g/dl	.025g/dl
Barbiturates	50ng/ml	50ng/ml	20ng/ml
Benzodiazepines	20ng/ml	20ng/ml	15ng/ml
Cannabinoids (THC)	4 ng/ml	4ng/ml	1 ng/ml
Cocaine Metabolite	20 ng/ml	20ng/ml	10 ng/ml
Methadone	50 ng/ml	50ng/ml	50 ng/ml
Methamphetamine	50 ng/ml	50ng/ml	15 ng/ml
Opiates	40 ng/ml	40ng/ml	25 ng/ml
Oxycodone	40ng/ml	40ng/ml	20ng/ml
Phencyclidine (PCP)	10 ng/ml	10ng/ml	5 ng/ml

- b. CONTRACTOR shall routinely test each sample as specified, and perform confirmation tests by GC-MS or LC-MS on positive results.
- c. CONTRACTOR shall perform additional drug test screens and confirmation of samples only upon specific request.
- d. Samples with results that do not require GC-MS confirmations shall be reported within 48 hours of receipt at laboratory. Results on positive samples confirmed by GC-MS or LC-MS shall be reported within 72 hours of receipt at CONTRACTOR's laboratory.

5. Supplemental Testing for Other Drugs or Drug Classes:

Probation's initial requirements for oral fluids laboratory testing services are specified above. However, Probation reserves the right to request supplemental testing for other drugs or drug classes, as necessary to accommodate the department's ongoing program needs.

G. ETHYL GLUCURONIDE (EtG) LABORATORY TESTING SERVICES

CONTRACTOR shall:

1. Provide a fully confirmed laboratory-based test for the detection of the EtG biomarker in human urine, at a required cutoff level of 100 ng/ml.
2. Use Ethylsulfate (EtS) in conjunction with EtG to screen for recent alcohol usage, at a required cutoff level of 25 ng/ml.
3. Screen all specimens for creatinine.
4. Screen specimens submitted, and if positive results are indicated, proceed to confirmation testing by LC-MS/MS.
 - 4.1 Screen results with an option to confirm at a later date will not be acceptable.
5. Submit a final report that includes confirmed results and cut-off levels.

H. ON-SITE DRUG TESTING DEVICES FOR ORAL FLUIDS AND URINALYSIS

CONTRACTOR shall provide rapid, simple, convenient, reliable, and gender-neutral specimen collection devices that will allow Probation to collect samples on site for presumptive testing of oral fluids and urine.

1. Oral Fluids

a. On-Site Oral Fluid Drug Testing Devices:

1) **5-panel, 6-panel and 7-panel on-site oral fluid drug testing devices:**

CONTRACTOR shall provide on-site oral fluid drug testing devices, as specified below. The testing devices shall be capable of detecting the specified drugs simultaneously, and at the required concentration cutoff levels, as denoted by the choice of panel purchased.

5-Panel – Probation may request a custom configuration of 5 drugs to be tested from the list below:

- | | |
|------------------------|----------|
| a) Cocaine | 20ng/ml |
| b) Marijuana | 100ng/ml |
| c) Amphetamine | 50ng/ml |
| d) Methamphetamines | 50ng/ml |
| e) Opiates | 40ng/ml |
| f) Phencyclidine (PCP) | 10ng/ml |
| g) Benzodiazepines | 10ng/ml |

6-Panel

- a) Cocaine 20ng/ml
- b) Marijuana 100ng/ml
- c) Amphetamine 50ng/ml
- d) Methamphetamines 50ng/ml
- e) Opiates 40ng/ml
- f) Phencyclidine (PCP) 10ng/ml

7-Panel

- a) Cocaine 20ng/ml
- b) Marijuana 100ng/ml
- c) Amphetamine 50ng/ml
- d) Methamphetamines 50ng/ml
- e) Opiates 40ng/ml
- f) Phencyclidine (PCP) 10ng/ml
- g) Benzodiazepines 10ng/ml

2) Alcohol (single-panel) on-site oral fluid drug testing device:

CONTRACTOR shall provide an on-site oral fluid drug testing device that shall be capable of detecting alcohol at the required concentration cutoff level specified below:

Alcohol-Panel

- a) Alcohol 0.02%/0.08%/0.30% Saliva Alcohol Content (SAC)

2. Urinalysis

a. On-Site Urinalysis Drug Testing Devices:

1) 5-12 panel on-site urinalysis drug testing devices:

CONTRACTOR shall provide on-site devices to test urine from a panel of 5-12 drugs, as chosen by Probation. The testing devices shall be capable of detecting the specified drugs simultaneously, and at the required concentration cutoff levels, as denoted by the choice of panel purchased.

- a) THC: 50 ng/ml
- b) OPIATES: 300 ng/ml
- c) AMPHETAMINES: 1000 ng/ml
- d) METHAMPHETAMINE: 1000 ng/ml
- e) COCAINE: 300 ng/ml
- f) BARBITURATES: 300 ng/ml
- g) PCP: 25 ng/ml
- h) Benzodiazepines: 300 ng/ml
- i) Methadone: 300 ng/ml
- j) Tricyclic: 1000 ng/ml
- k) Oxycodone: 100ng/ml
- l) Propoxyphene: 300 ng/ml

2) Test Cup Design Requirements

Test cups for on-site urinalysis drug testing devices shall have the following features:

- a) Fully integrated, without a separate testing device
- b) No other manipulation, pouring, tipping, turning, tilting, inserting and turning a key, test card pipette, dropper or dipper required
- c) Made of clear plastic with a screw top lip
- d) Will not leak during air or ground shipping

- e) Lid mount size is 2 ¼" in diameter and at least 3" high
- f) Minimum fill line or mark of at least 30 ml, as clearly displayed on the outside of the cup
- g) Temperature label installed horizontally at the most bottom portion of the cup which provides color-coded indication for temperatures ranging from 90F/32C to 100F/38C in 1 or 2 degree increments)
- h) Test panel results covered by a label
- i) Test results appear within five minutes and remain stable up to a minimum of 30 minutes
- j) Approved by the U.S. Food and Drug Administration for commercial distribution
- k) Be provided in a sealed bag with lot number, expiration date, and drug cutoff levels for test sensitivity
- l) Have a desiccant that maintains relative humidity per manufacturer specifications
- m) Include instructions for use
- n) Have a shelf life of 12 months from date of delivery
- o) Have line space(s) to enter collection time, date, client's initials, and two additional smaller self adhesive, peel-off labels with matching specimen identification

3. Supplemental On-site Testing Devices:

Probation's initial requirements for on-site testing devices are listed above. However, Probation reserves the right to make changes or substitutions to the types of on-site testing devices that will be purchased, as necessary to accommodate the department's ongoing program needs.

I. Electronic Reporting of Test Results

1. CONTRACTOR shall establish and maintain an electronic file of urinalysis and oral fluids laboratory testing results. The file shall be transmitted to Probation on a fixed schedule using the Secured File Transfer Protocol (SFTP). Probation will initiate a process at a scheduled time to access the file from CONTRACTOR's web site or SFTP server. CONTRACTOR shall guarantee that any file lost during the transmission or not transmitted completely can be recovered for Probation and re-transmitted at Probation's request. CONTRACTOR shall work with Probation as needed for SFTP system maintenance testing and upgrading with no additional charge to COUNTY.
2. At no additional charge to COUNTY, CONTRACTOR shall provide e-mail notification to Probation when laboratory test results have been prepared and are available at CONTRACTOR's secured website for authorized Probation staff to search and view.
3. The drug test results file shall be in compliance with the standard format of the Extensible Markup Language (XML) version 1.0. Every file transmitted shall contain a Control record, with one to many test result records.
4. The drug test result file shall:
 - a. Contain a Control Record that summarizes the contents of the drug test results file, including but not limited to the following:
 - 1) **Agency ID:** a value "OCPD" to indicate this file is for Probation
 - 2) **File Creation Date:** the date the file is created for transmission
 - 3) **Number of Samples Processed:** the total number of samples tested presented in the file, which is equivalent to the number of Test Result record

- b. Contain information for each sample processed. A sample yields several test results. The result of each drug test for a sample will be indicated in each occurrence of the "Drug Description" and "Test Result" field, including but not limited to the following:
- 1) **ML Number:** the internal ID of a probationer in OCPD's Case Management System (CMS)
 - 2) **DPO (Deputy Probation Officer) Number:** the officer number of the probation officer who took the sample
 - 3) **DPO Last Name, DPO First Name:** the name of the probation officer
 - 4) **Location:** the office location where the sample was collected
 - 5) **Sample Collection Date:** the date the sample was collected from probationer
 - 6) **Sample Received Date:** the date CONTRACTOR received the sample
 - 7) **Sample Process Date:** the date CONTRACTOR processed the sample
 - 8) **Drug Description:** the type of the test. Examples are "AMPHET", "COCAIN", "PCP", "PROPOX" and "THC". This field occurs one to multiple times depending on how many tests were conducted.
 - 9) **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 Probation when the sample is submitted to CONTRACTOR.

The data are recorded on a supplemental form generated by Probation for each sample submitted. CONTRACTOR shall accommodate this supplemental form, because the data are crucial for identifying the test results returning in the electronic file.

- c. Probation shall upload the drug testing records to its Integrated Case Management System (ICMS). Probation will check the records for errors before updating the department's Urinalysis system. Accordingly, CONTRACTOR shall lay the records out 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 that occurs one to multiple 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 that occurs one to multiple times:

DRUG DESCRIPTION	String	6
TEST RESULT	String	6

J. Pick-Up Locations for Testing Services

Probation reserves the right to add pick-up locations during the term of the CONTRACT, at no additional charge to the COUNTY.

	LOCATION	ADDRESS
1	NCFSO (North County Field Services Office)	1535 E. Orangewood Anaheim, CA 92805
2	WCFSO (West County Field Services Office)	14180 Beach Blvd., Westminster, CA 92683
3	SCFSO (South County Field Services Office)	23141 Moulton Pkwy. Bldg C, Suite 110, Laguna Hills, CA 92653 32118 Paseo Alelanto, Suites 1A & 2AR, San Juan Capistrano, CA 92675
4	SAO – Upper and Lower Level (Santa Ana Office)	909 N. Main Street. Santa Ana, CA 92701
5	Juvenile Hall (2 nd Floor)	331 The City Drive. Orange, CA 92868
6	MOB – 4 TH Floor (Manchester Office Building)	301 The City Drive Orange, CA 92868
7	MOB – 5 TH Floor (Manchester Office Building)	301 The City Drive Orange, CA 92868
8	Harbor Justice Center (RPO Office 2 nd Floor)	4601 Jamboree Road Newport Beach, CA
9	Grand Avenue Office, Central Youth Reporting c/o Assistant Division Director, Program and Community Resources	1001 S. Grand Avenue. Santa Ana, CA 92705
10	North Youth Reporting c/o Assistant Division Director, Program and Community Resources	160 W. Cerritos Ave., Bldg 4, Anaheim, CA 92805
11	Youth Guidance Center (Administration Office)	3030 N. Hesperian Santa Ana, CA 92706

IV. COST/COMPENSATION FOR CONTRACT SERVICES

This is a fixed-price agreement between the COUNTY and CONTRACTOR for Urinalysis, Oral Fluids and Ethyl Glucuronide (EtG) Laboratory Testing Services, and On-site Testing Devices for Oral Fluids and Urinalysis.

In accordance with the provisions of the General Terms and Conditions, Additional Terms and Conditions, and Scope of Work herein, the CONTRACTOR shall only be compensated as set forth below. The COUNTY shall have no obligation to pay any sum in excess of the set, fixed ceiling unit prices.

A. Pricing

1. Urinalysis Laboratory Testing Services:

a. "Routine Screen" panel test:

Item #	Type of Testing Service	Unit	Unit Price
1.a	"Routine screen" panel test	Per panel	\$3.95 *

* Cost per panel includes testing, screening and confirmations for all categories listed in the following "Routine Screen" panel:

"Routine Screen" Panel Drug or Drug Class <i>(As detailed in Section III.E.2.a, Scope of Work, Urinalysis Laboratory Testing Services, Methodology, "Routine Screen" Panel Testing)</i>
Amphetamine (Amphetamine) / (Methamphetamine)
MDMA (Ecstasy) 6-MAM [Heroin (Monoacetylmorphine)]
Opiates (Codeine) / (Morphine)
Methadone
Cocaine (Benzoyllecgonine)
Barbiturates
Benzodiazepines
Marijuana/ THC (Tetrahydrocannabinol)
Hydrocodone (Vicodin)
Oxycodone

b. “Special Screen” panel tests:

“Special Screen” panel tests shall be as requested by Probation only. Each unit price per test shall include all services and confirmation.

Item #	Type of Testing Service <i>(As detailed in Section III.E.2.b, Scope of Work, Urinalysis Laboratory Testing Services, Methodology, “Special Screen” Panel Testing)</i>	Unit	Unit Price
1.b.1	Ethanol (Alcohol)	Per test	\$0.50
1.b.2	Opiates (Oxycodone); includes: Oxycontin, Percodan and Percocet	Per test	\$0.50
1.b.3	Hydrocodone (Vicodin) <small>(tested in I.a. “Routine screen” panel test)</small>	Per test	\$4.50
	Hydromorphone (Opiate, e.g., Dilaudid)	Per test	\$10.50
1.b.4	Meperidine	Per test	\$4.50
1.b.5	Gammahydroxybutyrate (GHB)	Per test	\$30.00
1.b.6	Ketamine (Special K)	Per test	\$10.50
1.b.7	Steroids	Per test	\$42.50
1.b.8	Lysergic Acid (LSD)	Per test	\$5.00
1.b.9	Phencyclidine (PCP)	Per test	\$0.50
1.b.10	Toluene	Per test	\$25.00
1.b.11	Carisoprodol (Soma)	Per test	\$6.00
1.b.12	Zolpidem (Ambien)	Per test	\$20.00

1.b.13	Synthetic Cannabinoids (K2/spice)	Per test	\$10.00
1.b.14	Designer Stimulants	Per test	\$25.00
1.b.15	Suboxone/Buprenorphine	Per test	\$7.50
1.b.16	6-MAM/Opiates	Per test	\$10.50
1.b.17	Propoxyphene (Opiate, e.g., Darvon, Darvocet)	Per test	\$10.50

2. Oral Fluids Laboratory Testing Services:

Item #	Type of Testing Service <i>(As detailed in Section III.F, Scope of Work, Oral Fluids Laboratory Testing Services)</i>	Unit	Unit Price
2.a	6-panel initial screening (Marijuana (THC), Cocaine, Opiates, Amphetamines, Methamphetamines, and Oxycodone)	Per test	\$4.25
2.a.1	6-panel drug confirmation testing (GCMS)	Per test	\$2.50
2.b	7-panel initial screening (Amphetamines, Benzodiazepines, Cocaine, Methamphetamines, Methadone, Opiates, THC)	Per test	\$5.25
2.b.1	7-panel drug confirmation testing	Per test	\$2.50
2.c	8-panel initial screening (Amphetamines, Benzodiazepines, Cocaine, Methamphetamines, Methadone, Opiates, THC, Oxycodone)	Per test	\$6.25
2.c.1	8-panel drug confirmation testing	Per test	\$2.50

2.d	11-panel initial screening (K2/spice) (Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methamphetamines, Methadone, Opiates, Oxycodone, THC, K2/spice)	Per test	\$24.00
2.d.1	11-panel drug confirmation testing (K2/spice)	Per test	\$2.50
2.e	11-panel initial screening (Phencyclidine) (Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methamphetamines, Methadone, Opiates, Oxycodone, THC, Phencyclidine)	Per test	\$6.75
2.e.1	11-panel drug confirmation testing (Phencyclidine)	Per test	\$2.50
2.f	Methadone (GCMS): Initial screening	Per test	\$1.25
2.f.1	Methadone (GCMS): Drug confirmation testing	Per test	\$2.50
2.g	Synthetic Cannabinoids (K2/spice): Initial screening	Per test	\$15.00
2.g.1	Synthetic Cannabinoids (K2/spice): Drug confirmation testing	Initial screening is performed by LC/MS/MS. Confirmation testing is not required	\$0.00
2.h	Opiates (Hydrocodone): Drug confirmation testing	Per test	\$2.50

3. Ethyl Glucuronide (EtG) Laboratory Testing Services

Fully confirmed laboratory-based test for the detection of the EtG biomarker in urine, at a required cut off level of 100 ng/ml. Unit price per test shall include all services and confirmation.

Item #	Type of Testing Service	Unit	Unit Price
	<i>(As detailed in Section III.G, Scope of Work, Ethyl Glucuronide (EtG) Laboratory Testing Services)</i>		
3.a	EtG /EtS Alcohol Metabolite Testing	Per test	\$4.50

4. On-Site Testing Devices

CONTRACTOR shall provide convenient, gender-neutral specimen collection devices that will allow Probation to collect samples onsite for presumptive testing of oral fluids and urine.

a. Oral Fluids On-site Testing Devices: iScreen

Item #	Type of Testing Device <i>(As detailed in Section III.H.1, Scope of Work, On-site Testing Devices for Oral Fluids)</i>	Unit	Unit Price
4.a.1	5-panel oral fluid testing device <u>Brand:</u> Alere Technology Services <u>Model:</u> iScreen	Per device	\$3.70
4.a.2	6-panel oral fluid testing device <u>Brand:</u> Alere Technology Services <u>Model:</u> iScreen	Per device	\$3.80
4.a.3	7-panel oral fluid testing device <u>Brand:</u> Alere Technology Services <u>Model:</u> iScreen	Per device	\$6.00
4.a.4	Alcohol (single-panel) oral fluid testing device <u>Brand:</u> Alere Technology Services <u>Model:</u> iScreen	Per device	\$0.50

b. Urinalysis On-site Testing Devices: iCup

Item #	Type of Testing Device <i>(As detailed in Section III.H.2, Scope of Work, On-site Testing Devices for Urinalysis)</i>	Unit	Unit Price
4.b.1	5-panel urinalysis testing device <u>Brand:</u> Instant Technologies, Inc. <u>Model:</u> iCup	Per device	\$2.10

4.b.2	6-panel urinalysis testing device <u>Brand:</u> Instant Technologies, Inc. <u>Model:</u> iCup	Per device	\$2.20
4.b.3	7-panel urinalysis testing device <u>Brand:</u> Instant Technologies, Inc. <u>Model:</u> iCup	Per device	\$2.35
4.b.4	8-panel urinalysis testing device <u>Brand:</u> Instant Technologies, Inc. <u>Model:</u> iCup	Per device	\$2.50
4.b.5	9-panel urinalysis testing device <u>Brand:</u> Instant Technologies, Inc. <u>Model:</u> iCup	Per device	\$2.70
4.b.6	10-panel urinalysis testing device <u>Brand:</u> Instant Technologies, Inc. <u>Model:</u> iCup	Per device	\$2.80
4.b.7	11-panel urinalysis testing device <u>Brand:</u> Instant Technologies, Inc. <u>Model:</u> iCup	Per device	\$3.25
4.b.8	12-panel urinalysis testing device <u>Brand:</u> Instant Technologies, Inc. <u>Model:</u> iCup	Per device	\$3.95

5. Pricing for Supplemental Urinalysis Laboratory Testing Services, Oral Fluids Laboratory Testing Services, EtG Laboratory Testing Services, and On-site Oral Fluids and Urinalysis Testing Devices:

If Probation requests supplemental laboratory testing services and on-site testing devices, as specified in Scope of Work sections III.E.9, III.F.5, and III.H.3, the cost of such services and devices will be based on the price that is negotiated and mutually agreed upon between the Parties at the time of the request.

6. Court Appearance/Testimony: NO CHARGE

Pursuant to Scope of Work Section III.D.13, court appearance/testimony fees shall be included in the price for testing services and devices.

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 maximum amount to be paid under this CONTRACT shall not exceed \$400,000.00.

C. Payment/Invoicing Instructions:

1. Billing statements and invoices 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 client/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.
2. If CONTRACTOR's sample test result reporting turnaround time exceeds 72 hours from point of delivery to CONTRACOTR's laboratory, Probation reserves the right to back out charges for the sample's analysis, up to but not exceeding the unit cost rate for that particular sample's analysis. These charge(s) will not be assessed when Probation employees are not available to receive results, and may be waived by Probation via contact with CONTRACTOR, depending upon the cause and circumstances related to reporting delays past the 72 hour time frame.
3. CONTRACTOR shall send invoices to:

Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711 (Attention: Accounts Payable)
4. CONTRACTOR shall send invoices with the following information:
 - CONTRACTOR'S name and address
 - CONTRACTOR'S remittance address, if different from the address above
 - COUNTY CONTRACT number
 - CONTRACTOR'S federal taxpayer identification number
 - Date(s) CONTRACTOR provided service
 - Type(s) of test performed
 - Unit Cost
 - Total amount of invoice
5. Payment will be net forty-five (45) days in arrears after receipt of an invoice. The responsibility for providing an acceptable invoice to the COUNTY for payment rests with the CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to the CONTRACTOR for correction.
6. As a condition of payment, the COUNTY may require that the CONTRACTOR furnish documentation such as detailed itemizations and receipts as may be required by the County's Auditor-Controller.
7. Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any services invoiced or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

IN WITNESS WHEREOF, the Parties hereto have caused this CONTRACT to be executed in the County of Orange, State of California.

Redwood Toxicology Laboratory, Inc. *

By: _____

Dated: _____

Name: _____

Title: _____

By: _____

Dated: _____

Name: _____

Title: _____

COUNTY OF ORANGE

Name Title

Signature Date

**APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA**

By: _____
Deputy County Counsel

Dated: _____

* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

ATTACHMENT A
County of Orange Child Support Enforcement
Certification Requirements

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B.: _____
Social Security No: _____
Residence Address: _____

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity:

Name: _____
D.O.B.: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B.: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B.: _____
Social Security No: _____
Residence Address: _____

C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state 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 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 ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

Authorized Signature

Name

Title