

~~AMENDMENT NUMBER FOUR  
TO  
CONTRACT MA 060 1101129  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
CALIFORNIA FORENSIC PHLEBOTOMY, INC.~~

~~This AMENDMENT NUMBER FOUR to Contract Number MA 060 1101129 (hereinafter "AMENDMENT NUMBER FOUR") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and California Forensic Phlebotomy, Inc., (hereinafter "CONTRACTOR") with a place of business at 27762 Antonio Pkwy, Suite L1-647, Ladera Ranch, CA 92694 is made and entered upon execution of all necessary signatures.~~

~~RECITALS:~~

~~WHEREAS, COUNTY and CONTRACTOR executed a Contract on March 1, 2011 for Blood Alcohol Testing, under Contract Number MA 060 1101129 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of April 18, 2011 through and including April 17, 2012, renewable for four (4) additional one-year terms; and~~

~~WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on April 17, 2012 for the period of April 18, 2012 through and including April 17, 2013 as Contract Number MA 060 1201124 (hereinafter "AMENDMENT NUMBER ONE");~~

~~WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on April 9, 2013 for the period of April 18, 2013 through and including April 17, 2014 as Contract Number MA 060 13011472 (hereinafter "AMENDMENT NUMBER TWO");~~

~~WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on March 11, 2014 for the period of April 18, 2014 through and including April 17, 2015 as Contract Number MA 060 14011048 (hereinafter "AMENDMENT NUMBER THREE");~~

~~WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT;~~

~~NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:~~

~~1. ARTICLES~~

- ~~a. Additional Terms and Conditions, Section 2, **Term of Contract** is amended to read in its entirety as follows:~~

~~1. Term of Contract:~~

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California Forensic Phlebotomy Incorporated

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Contract Number: MA-060-160116

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 4/18/11 through and including 4/17/16, unless otherwise terminated by COUNTY. The period of 4/18/11 through and including 4/17/12 shall be known as Contract Number MA 060 11011129. The period of 4/18/12 through and including 4/17/13 shall be known as Contract Number MA 060 12011124. The period of 4/18/13 through and including 4/17/14 shall be known as Contract Number MA 060 13011472. The period of 4/18/14 through and including 4/17/15 shall be known as Contract Number MA 060 14011048. The period of 4/18/15 through and including 4/17/16 shall be known as Contract Number MA 060 15011169 Contract is non-renewable~~

- ~~2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA 060 11011129) is attached hereto as Exhibit A and incorporated by this reference.~~
- ~~3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA 060 12011124) is attached hereto as Exhibit B and incorporated by this reference.~~
- ~~4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA 060 13011472) is attached hereto as Exhibit C and incorporated by this reference.~~
- ~~5. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number MA 060 14011048) is attached hereto as Exhibit D and incorporated by this reference.~~
- ~~6. All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, and AMENDMENT NUMBER THREE as amended by AMENDMENT NUMBER FOUR, except as amended herein remain in full force and effect.~~

~~IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER FOUR to Contract Number MA 060 11011129.~~

~~\*Contractor: California Forensic Phlebotomy, Inc.~~

~~By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_~~

~~\*Contractor: California Forensic Phlebotomy, Inc.~~

~~By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_~~

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California Forensic Phlebotomy Incorporated

~~\*If a corporation, the 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 treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.~~

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_

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

Approved by the Board of Supervisors: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel

by \_\_\_\_\_  
—Deputy

**EXHIBIT A**

**ORIGINAL CONTRACT (Contract Number MA-060-11011129)**

\_\_\_\_\_

~~EXHIBIT B~~

~~AMENDMENT NUMBER ONE (Contract Number MA-060-12011124)~~

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California Forensic Phlebotomy Incorporated

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~~EXHIBIT C~~

~~AMENDMENT NUMBER TWO (Contract Number MA-060-13011472)~~

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Contract Number: MA-060-160116

~~EXHIBIT D~~

~~AMENDMENT NUMBER THREE (Contract Number MA-060-14011048)~~

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California Forensic Phlebotomy Incorporated

Contractor

**Contract MA-060-16011651 For  
Blood Alcohol Testing**

This agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between, California Forensic Phlebotomy Incorporated with a place of business at 27762 Antonio Parkway, Suite LA-647, Ladera Ranch, CA 92694; hereinafter referred to as "Contractor," and the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department with a place of business at 320 N. Flower Street, 2<sup>nd</sup> Floor, Santa Ana, CA 92703, hereinafter referred to as "County," which may be referred individually as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, Contractor responded to County issued solicitation offering the complete Scope of Work as requested in Attachment A, and Contractor represents that its proposed goods and services shall meet or exceed County's requirements and specifications as set forth herein; and,

**WHEREAS**, County's Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Blood Draws for Drug and Alcohol Testing.

**NOW, THEREFORE**, the Parties mutually agree as follows:

**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, including Attachments A, B, C, and Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form), which have been incorporated, 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 equipment, shall not be valid or

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California Forensic Phlebotomy Incorporated

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Contract Number: MA-060-160116

binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services 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 of 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 County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by 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 by the County and in accordance to Attachment C, Compensation and Pricing.
- 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 "P" below, 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 to 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 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 harmless from any and all such claims and be responsible for payment of all 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 of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race,

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California Forensic Phlebotomy Incorporated

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Contract Number: MA-060-160116



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 anti-discrimination law or regulation, including but not limited to, 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, 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 obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or 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 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 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 at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, 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, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements 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.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance

must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

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 zero (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), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
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.

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California Forensic Phlebotomy Incorporated

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Contract Number: MA-060-16011

**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, agents and employees 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.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability is a "Claims Made" policy, Contractor shall agree to maintain Professional Liability coverage for two (2) years following the completion of the 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 (7) 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 (30) 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 of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without 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 shall 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 deemed in breach 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 thirty-six (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 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 such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract 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 Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Intentionally left blank.
- 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 or 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 any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions 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 any person representing them, or both. Accordingly, any rule or law (including California Civil 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 provisions of this Contract shall be interpreted in a reasonable manner to affect 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:** 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. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- II. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but no limited to, the costs of administering the contract. The

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County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

### **Additional Terms and Conditions**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and shall be effective for three (3) years, from that date, unless otherwise terminated by County. Contract may be renewed for up to one (1) additional two-year consecutive term, upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.
3. **Precedence:** The Contract documents will consist of this Contract including its Attachments, and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments and Exhibits.
4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County's Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
5. **Conflict of Interest (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of County. This obligation shall apply to Contractor, Contractor's employees, agents, relatives, sub tier contractors and third parties associated with accomplishing the work hereunder.

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 interest of County.

6. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws.
7. **County and Contractor Project Manager:** County shall appoint a project manager to act as liaison between County and Contractor during the term of this Contract. County's project manager shall coordinate the activities of County staff assigned to work with Contractor.

Contractor shall appoint a project manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's project manager shall be subject to approval by County and shall not be changed without the written consent of County's project manager. County's project manager shall have the right to require the removal and replacement of Contractor's project manager from

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providing services to County under this Contract. County's project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's project manager from providing services to County under this Contract.

8. **Contractor Personnel:** In addition to the rights set forth in paragraph 7, County's project manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to County under this Contract. County's project manager shall notify Contractor's project manager in writing of such action. Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to County under this Contract.
9. **Orderly Termination:** After receipt of a termination notice from County, Contractor shall submit to 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 County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
10. **Reprocurement Costs:** In the case of default by Contractor, County may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay County the difference between the Contract cost and the price paid. County may make reasonable efforts to obtain the prevailing market price at the time such goods and services are rendered. This is in addition to any other remedies available under law.
11. **County of Orange Child Support Enforcement (Exhibit 1 – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the agency/department deputy purchasing agent.  
  
Failure of Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract.
12. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
13. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

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California Forensic Phlebotomy Incorporated  
 27762 Antonio Parkway, Suite L1-647  
 Ladera Ranch, CA 92694  
 Attn: Russell A. Liedholm, President  
 Ph: 949-285-0714  
 Email: [cvc23158@aol.com](mailto:cvc23158@aol.com)

For County:

County of Orange  
 Sheriff-Coroner Department/Purchasing Services Unit  
 320 N. Flower Street, 2<sup>nd</sup> Floor  
 Santa Ana, CA 92703  
 Attn: Olivia Prudencio, Procurement Contract Specialist  
 Ph: 714-834-6687  
 Fx: 714-834-6411  
 Email: [oprudencio@ocsd.org](mailto:oprudencio@ocsd.org)

14. **Data – Title to:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
15. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by County, at prices listed in the Contract, regardless of quantity requested.
16. **Contractor's Records:** Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by County at reasonable times. Such records will be retained for three (3) years after the expiration or termination of this Contract.
17. **Disputes-Contract:** A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's project manager and County's project manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:
  - a. Contractor shall submit to the agency/department Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
  - b. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating the that 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 Contractor believes County is liable.

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

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his desgee. If County fails to render a decision within ninety (90)

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days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction.

18. **Substitutions:** Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
19. **Service Calls:** Service calls may be placed against this Contract at the convenience of County. Contractor represents and warrants that it shall have qualified personnel and adequate goods available at all times to satisfy any request for services under this Contract.
20. **Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed.
21. **Cooperative Agreement – Price Agreement (PA)** the provisions and pricing of this Contract will be extended to other political sub-divisions and County of Orange agencies/departments. Political subdivisions and County of Orange agencies/departments wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract. The County of Orange may authorize the loading of this agreement into an electronic commerce system.
22. **Security Requirements:**
  - A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
    1. Perform background checks as to past employment history.
    2. Inquire as to past criminal felony convictions.
    3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
    4. Perform random drug screening to determine that such employees are not users of illegal drugs or other substances.
  - B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
    1. Inability or unwillingness to perform in a competent manner.
    2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
    3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.

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4. Usage of illegal drugs or other substances.
- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's security clearance and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to background checks. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
  2. No person shall be employed on this work that has not received prior clearance from the Sheriff-Coroner Department.
  3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
  4. Contractor shall be responsible for ensuring to submit updated Security Clearance forms in order to renew the Security Clearance. Updated forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance.
  5. Contractor Security Clearance information forms must be submitted on the original Sheriff-Coroner's printed form. Facsimile or photocopy forms will not be accepted.
  6. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
  7. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
  8. County will not give Contractor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.
- E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:
1. All work areas shall be secured prior to the end of each workday.

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2. Contactor's employees shall not fraternize or engage in any personal relationship with inmates in the facility. Specifically:
  - a. Do not give names or addresses to inmates.
  - b. Do not receive addresses from inmates.
  - c. Do not disclose the identity of any inmate to anyone outside the facility.
  - d. Do not give any materials to inmates.
  - e. Do not receive any materials not related to the blood draw from inmates (including materials to be passed to another individual or inmate).
3. Contactor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contactor's personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution
6. Contactor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contactor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contactor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contactor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contactor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked.
11. Contactor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas.
12. Contactor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contactor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contactor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate

removal from the facility. Contractor’s personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.

- 3. Contractor’s personnel shall immediately comply with all directions and orders issued by Sheriff’s personnel, other than changes regarding the quality or quantity of work, which will be controlled by County’s project manager.
- 4. Contractor’s personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
- 5. Contractor’s personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor’s personnel to be held inside the facility until the incident is resolved by the Sheriff’s personnel.

Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all supplies brought by the Contractor into the facility for purposes of conducting the blood draws. Accordingly, each of Contractor’s personnel must be able to provide a list, upon demand, of the items brought into the facility, the items used during their shift, and the items being taken out of the facility with the personnel at the end of any shift. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

**Signature Page**

The Parties hereto have executed this Contract# MA-060-16011651 for Blood Draws for Drug and Alcohol Testing on the dates shown opposite their respective signatures below

**Contractor\***: California Forensic Phlebotomy Incorporated

By: \_\_\_\_\_ Title: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Contractor\***: California Forensic Phlebotomy Incorporated

By: \_\_\_\_\_ Title: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*If a corporation, the 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 treasurers. **In the alternative, a single corporate**

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California Forensic Phlebotomy Incorporated

signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel  
Orange County, California

by \_\_\_\_\_  
Deputy

## ATTACHMENT A

### Scope of Work

#### 1.01 SCOPE OF SERVICES

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

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“Sharps” containers, and any other materials or supplies deemed necessary for drawing blood with state approved medical procedures and in conformance with the methods County has on file with the California Department of Health Services, and the directions and/or procedures established by County.

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

## **1.02 QUALIFICATIONS OF CONTRACTOR’S EMPLOYEES**

1. Contractor’s employees providing services under this Contract shall be licensed to draw

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blood in compliance with all laws and regulations of the State of California, including, but not limited to, California Vehicle Code section 23158. Contractor's employees and procedures shall be in compliance with Orange County Sheriff-Coroner methods on file with the California Department of Health Services, which are also included in the blood kits County will provide to Contractor.

2. Contractor shall notify County in writing whenever Contractor hires a new employee to provide services under this Contract. Contractor shall provide to County an example of the new employee's signature and initials in that notification.
3. Contractor's employees are subject to security clearance by County. Acceptability of background investigation results shall be at the sole discretion of County. If the security clearance of a Contractor employee is determined to be unacceptable, Contractor agrees that said employee will conduct no services under this Contract.

### **1.03 COVERAGE**

1. Contractor shall provide coverage to perform the services herein described, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year (366 in leap years), during the Contract term. Such services shall be provided at the request of County and/or the California Highway Patrol within the County of Orange.
2. Contractor shall maintain a single local telephone number staffed, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year (366 in leap years), to provide service under this Contract and to receive requests for service. Contractor may use an answering service only if it provides immediate notification and response, and is subject to the time limits set forth in Section 1.03, Coverage, paragraphs 4 and 5.
3. Contractor employees shall respond, when requested, to any and all locations within the County of Orange, including, but not limited to: 1) the Orange County Intake and Release Center (IRC), 2) Sheriff-Coroner Headquarters, 3) Orange County Crime Laboratory building, 4) Stanton Substation, 5) Aliso Viejo Substation, 6) San Clemente Substation, 7) Theo Lacy Jail, 8) Central Men's Jail, 9) Musick Facility, 10) Women's Jail, 11) Orange County Juvenile Detention Center, 12) California Highway Patrol offices in Westminster, Santa Ana, and San Juan Capistrano, 13) Orange County hospitals, 14) DUI check points, and 15) Saturation Patrol Areas.
4. Contractor's employees shall arrive at a call for service at County Intake and Release Center within thirty (30) minutes of Contractor being notified of the request, including, but not limited to, notification directly or through a telephone call to Contractor answering service, unless Contractor already has personnel performing services at that location.
5. Contractor's employees shall arrive at a call for service at any location other than Intake Release Center within sixty (60) minutes of Contractor being notified of the request, including, but not limited to, notification directly or through a telephone call to Contractor's answering service, unless Contractor already has personnel performing services at that specific location.
6. Contractor shall maintain sufficient employees in an "On-Call" status to meet the

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requirements of Section 1.03, Coverage, paragraphs 4 and 5 at all times. County agrees that all calls for service shall be made through County or California Highway Patrol dispatcher, except for blood samples collected in relation to traffic collisions with injury and/or other violations of the California Penal Code. In the case of a delayed response by Contractor's employee, the requesting officer shall notify dispatch on the arrival of Contractor's employee, and if further delay occurs, on the initiation of services.

**ATTACHMENT B****Pricing**

Pricing is based on case draws and are all inclusive which includes type of draw/draws required (refer to attachment A for test/tests required) and call out location (refer to Section 1.03, Coverage, paragraph 3 in Scope of Work Attachment A. A single call out could include, but may not be limited to, one or more cases or multiple tests per subject as determined by the person requesting the service.

Contractor's invoice shall include an itemized list of draws completed for a single call out. The flat rate draw cost shall not vary during the duration of the Contract.

Contractor shall accept the flat rate per case cost as full compensation for services rendered, including any administration, discussion, preparation, or testimony by Contractor employee in any case.

<u>Line#</u>	<u>Item Description</u>	<u>Unit Price</u>
01	Blood Sample Draw	\$ 50.00 Flat Rate per case (per subject)

Contract total value shall not exceed \$675,000.00

"Dry Runs" (defined as: a blood draw attempt with no blood collected) and empty blood vials shall not be compensated by County. The exact number of dry runs is unknown and cannot be determined in advance, but Contractor must anticipate a certain percentage of calls for assistance under this Contract will result in Dry Runs.

## **ATTACHMENT C**

### **Compensation and Pricing Provisions**

This is a fixed fee Contract between County and Contractor for goods and services provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

#### **1. Pricing**

Pricing set forth in Attachment B shall be firm for the first term of the Contract. All price decreases will automatically be extended to the County of Orange. County will accept decreases only. Pricing will be firm unless a reduction is available.

#### **2. Payment Terms**

Invoices are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of commodity/services in accordance with Paragraph F, Acceptance/Payment.

Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County and verified and approved by the Sheriff-Coroner Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

#### **3. Invoicing Instructions:**

Payments and/or invoices are to be sent to:

Sheriff-Coroner Department/ Crime Lab  
320 N. Flower Street  
Santa Ana, CA 92703  
Attn: Maria Manriquez

Contractor will provide an invoice for services rendered, not more frequently than monthly. Each invoice will have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. County Contract number
4. Contractor's Tax I.D. number
5. Date of Order
6. Product description, quantity, prices
7. Sales tax, if applicable

8. Brief description of services

**4. Year End and Final Invoices**

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30<sup>th</sup>, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90<sup>th</sup>) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

**Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.**

**EXHIBIT 1****CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

In order to comply with child support enforcement requirements of the County the required Contractor data and certifications must be submitted within 10 days of notification of award.

Failure of a bidder to submit the data and/or certifications required above shall result in the bid being deemed non-responsive and the bidder may be disqualified from being considered for Contract award. Subsequent to issuance of the Contract, failure to comply with all federal and state reporting requirements for Child Support Enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

The certifications will be stated as follows:

*"I certify that **California Forensic Phlebotomy Incorporated** 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 MA-060-16011651** with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.*

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

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