



**AMENDMENT THREE**  
**TO CONTRACT MA-057-18011268**  
**BETWEEN**  
**THE COUNTY OF ORANGE**  
**AND**  
**REDWOOD TOXICOLOGY LABORATORY, INC.**  
**FOR**  
**DRUG, ALCOHOL SCREENING PRODUCTS/SERVICES**

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

**RECITALS**

**WHEREAS**, the State of Minnesota, acting through its Commissioner of Administration, on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy Contract (MMCAP), issued Attachment A, hereinafter collectively referred to as “MMCAP Contract”; and

**WHEREAS**, the initial term of the MMCAP Contract was for four (4) years from October 1, 2014, or the date of last signature whichever is later, through September 30, 2018, which includes the drug testing services; and

**WHEREAS**, on June 20, 2018, the State of Minnesota, issued an Amendment #17 to extend MMCAP Contract’s term with Redwood Toxicology Laboratory, Inc. for an additional one-year period, effective October 1, 2018 through September 30, 2019; and

**WHEREAS**, on June 25, 2019, the State of Minnesota, issued an Amendment #20 to extend MMCAP Contract’s term with Redwood Toxicology Laboratory, Inc. for an additional one-year period, effective October 1, 2019 through September 30, 2020; and

**WHEREAS**, the County Procurement Office approves the use of competitively bid cooperative purchasing programs such as those issued by MMCAP; and

**WHEREAS**, on April 21, 2018, the Orange County Board of Supervisors approved subordinate Contract MA-057-18011268 between County of Orange and Redwood Toxicology Laboratory, Inc. for the period of May 1, 2018, through September 30, 2018; and

**WHEREAS**, on September 18, 2018, Parties renewed Contract MA-057-18011268 for an additional one-year period, effective October 1, 2018, through September 30, 2019; and

**WHEREAS**, Contractor agrees to continue providing Drug, Alcohol Screening Products/Services, in accordance with the terms and conditions hereinafter set forth, effective October 1, 2019, through September 30, 2020.

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

1. Section I.CC (“General Terms and Conditions”) of the Contract shall be deleted in its entirety and replaced with the following:

“**Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the remuneration received by Contractor under this Contract reaches \$1,125,000”.

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

“**Term of Contract:** The term of this Contract shall be for the period commencing on October 1, 2019 through September 30, 2020 subject to the termination provisions set forth in the following sections:

Section I, General Terms and Conditions:

Paragraph I – Assignment

Paragraph K – Termination

Paragraph O – Insurance Provisions

Paragraph Q – Change of Ownership/Name,

Litigation Status, Conflicts with County Interest

Paragraph BB – Contingency of Funds

Section II, Additional Terms and Conditions:

Paragraph 9 – Breach of Contract

Paragraph 28 – Subcontracting”

3. Section II.13.0 (“Additional Terms and Conditions”) of the Contract shall be deleted in its entirety and replaced with the following:

“Intentionally left blank”

4. Section II.22.0 (“Additional Terms and Conditions”) of the Contract shall be amended in part to reflect the following:

TO: Contractor

Redwood Toxicology Laboratory, Inc.

3650 Westwind Blvd.

Santa Rosa, CA 95403

Attn: Mary Tardel, Director of Sales

Email: mtardel@redwoodtoxicology.com

TO: County

Orange County Probation Department  
P.O. Box 10260  
Santa Ana, CA 92701

Assigned DPA: Contract Administrative Manager

Orange County Probation Department  
1055 N. Main St, 5<sup>th</sup> Floor  
Santa Ana, CA 92701

5. Section II.32 (“Additional Terms and Conditions”) of the Contract shall be added to the Contract as follows:

“32. Attachments and Exhibits: Contractor shall cause its employees and employees of its subcontractors who will be assigned to perform collection services under this Contract whereby such employees will have access to personally identifiable information of Probation probationers to complete the following forms: Confidentiality of CORI Information (attached hereto as Attachment C), FBI Criminal Justice Information Services and Security Addendum (CJIS) (attached hereto as Exhibit 1), Employee/Volunteer Statement form (attached hereto as Exhibit 2), and Employee Acknowledgement of Employer (attached hereto as Exhibit 3) .

Contractor shall additionally sign CLETS Private Contractor Management Control Agreement (attached hereto as Attachment D) in order to provide Contractor access to such information as may be needed to perform services under the Contract, provided it is understood Contractor will not have access to the CLETS system itself. Based on the level of CLETS access granted to Contractor, Contractor’s employee who will be assigned to perform services under this Contract may be required to complete CLETS/NCIC Training.”

6. Section III.F (“Scope of Work”) of the Contract shall be amended in part to reflect the following:

“Specimen Collection Facilities:

1. North Orange County location to be agreed upon between parties

TBD (subject to County approval)

- a. Required Hours of Operation:  
i. 8 a.m. – 5 p.m., Monday – Friday, at a minimum

2. Laguna Hills: Specimen Collection Facility

CorrectiveSolutions  
23362 Peralta Drive, Suite 6  
Laguna Hills, CA 92653  
Toll Free: (844) 731-5083

- a. Required Extended Hours of Operation:  
i. 6 a.m. – 8 p.m., Monday – Friday at a minimum

- ii. 7 a.m. – 3 p.m., Saturday at a minimum
3. Garden Grove: Specimen Collection Facility
- CorrectiveSolutions  
12371 S Lewis St Suite 101  
Garden Grove, CA 92840  
Toll Free: (800) 731-5083
- a. Required Extended Hours of Operation:
    - i. 6 a.m. – 8 p.m., Monday – Friday at a minimum
    - ii. 7 a.m. – 3 p.m., Saturday at a minimum
4. Santa Ana: Specimen Collection Facility
- CorrectiveSolutions  
901 W. Civic Center Drive West, Suite 170  
Santa Ana, CA 92703  
Toll Free: (844) 731-5083
- a. Required Hours of Operation:
    - i. 8 a.m. – 5 p.m., Monday – Friday at a minimum

Probation and Contractor shall review collection volumes and trends at mutually agreed times and locations, and, if mutually agreed, add additional hours of specimen collection facility operations and site locations required to meet additional demand”.

7. Section III.G.3.1.8 (“Scope of Work”) of the Contract shall be amended in part to add the following:
- “3.1.8.6 On a weekly basis, Contractor shall prepare and submit report of drug, alcohol screening test results analysis to the County Project Manager.
  - 3.1.8.7 Contractor shall prepare and submit monthly reports by the 15<sup>th</sup> of the following month with the number of late test results. Contractor and Probation shall discuss in good faith any trends or areas of concern identified by Probation from such reports, including specimen testing turnaround times. The report shall include the following:
    - 3.1.8.7.1 The total number of individual specimens tested in that month; and
    - 3.1.8.7.2 The total number of presumptive (negative) test results that were not posted on the Contractor’s website within 24 hours of receipt of the specimen; and
    - 3.1.8.7.3 The total number of the confirmation (positive) test results that were not posted on the Contractor’s website within 72 hours of receipt of the specimen; and
    - 3.1.8.7.4 The report will have a summary of the results based on the total number of test results with the percentages for each of the categories referenced in this section.
8. Section III.G.9.1 (“Scope of Work”) of the Contract shall be amended in part to add the following and renumber the remainder of the Section:

“9.1.1 Contractor shall post the analysis/results of each presumptive (negative) test to the Contractor’s website/database within twenty-four (24) hours of receiving the specimen at the laboratory.

9.1.2 If the specimen requires a confirmation (positive) test, Contractor shall post the analysis/results to the Contractor’s website/database within seventy-two (72) hours of specimen at the laboratory; unless a confirmation (positive) requires subsequent retesting, in which case Contractor shall complete the analysis/results within an additional seventy-two (72) hours.

9. Section IV.B (“Payment/Compensation for Contract Services”) of the Contract shall be amended in part to reflect the following:

“The Contractor shall be compensated based on the unit cost as set forth above, multiplied by the actual number and type of testing services performed. Such compensation shall be Contractor’s full remuneration for performing all services, furnishing all staffing and providing all equipment and consumables required under this Contract. Any applicable sales tax shall be included in the pricing above. The total compensation owed to Contractor under this Contract is anticipated to not exceed \$1,500,000”.

10. Attachment B of the Contract entitled “Juvenile Court Administrative Order No. 12/003-903, Exchange of Information” is deleted in its entirety and replaced with a revised version dated May 7, 2018.

11. The Contract shall be amended in part to include Attachment D, entitled “CLETS Private Contractor Management Control Agreement”

12. The Contract shall be amended in part to include Exhibit 1, entitled “FBI Criminal Justice Information Services Security Addendum”, Exhibit 2, entitled “Employee/Volunteer Statement Form”, Exhibit 3, entitled “Employee Acknowledgement of Employer” and Exhibit 4, entitled “County of Orange Child Support Enforcement Form”

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

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

**REDWOOD TOXICOLOGY LABORATORY, INC.\***

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

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature Dated

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

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature Dated

**COUNTY OF ORANGE**

By: \_\_\_\_\_  
Steven J. Sentman, Chief Probation Officer  
County of Orange, California

Dated: \_\_\_\_\_

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

By:  \_\_\_\_\_  
Senior Deputy

Dated: 2/6/19 \_\_\_\_\_

Attachment B

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
LAWRENCE JUSTICE CENTER  
JUL 05 2018  
DAVID M. YAMASAKI, Clerk of the Court  
BY: J. Wautlet  
J. WAUTLET, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

2 Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC")  
3 which pertain to the disclosure of juvenile case files<sup>1</sup>, this Administrative Order (No. 12/003-903)  
4 (hereinafter "Order") is now revised as set forth below.  
5

6 The exchange and/or dissemination of information from within a juvenile case file may be  
7 authorized as follows:

8 *1. In WIC Section 709 Proceedings*

9 In proceedings wherein a doubt has been declared as to a current ward's competency pursuant  
10 to WIC Section 709, there may be an exchange of information concerning a current ward "only among  
11 all private or public agencies providing case planning, eligibility, and/or services delivered. This  
12 authorization includes, but is not limited to, the Orange County Probation Department, the Orange  
13 County Social Services Agency, the Orange County Health Care Agency, the Orange County  
14 Department of Education, the Regional Center of Orange County,... local school", and the Orange  
15 County Public Defender's Office. (Super. Ct. Orange County, Local Rules, Rule 903.1; see also  
16 Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709);  
17 Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been  
18 declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been

19 <sup>1</sup> For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained  
20 by the court, probation, social services agency and law enforcement. The file includes "all documents  
21 filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child  
22 welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers,  
23 social workers of child welfare services programs, and CASA volunteers in preparation of reports to  
24 the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court  
that are maintained in the office files of probation officers, social workers of child welfare services  
programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or  
released by the court, probation department, or child welfare services program", and "[d]ocuments,  
video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings."  
(Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

## Attachment B

1 declared pursuant to WIC Section 709, the exchange of information concerning the youth is governed  
2 by Administrative Order No. 13/010, Revised: March 7, 2013.

3 *2. To victims for whom restitution has been ordered*

4 Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is  
5 entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money  
6 judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide  
7 the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal  
8 Code Section 1214, subdivision (b).

9 *3. As attachments to Social Service Agency reports filed with the Juvenile Court*

10 On Dependency matters only, in order to promote the efficient exchange of discoverable  
11 documents, the Social Service Agency may attach police reports, medical records, and other documents  
12 to reports filed with the Court, and such attached documents shall be deemed reproduced in full within  
13 the body of the report itself, for the purposes of determining the admissibility of the information  
14 contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to  
15 object to the admissibility of all or a portion of the information contained in such documents, only to  
16 the extent that a party could object had the information been reproduced in the body of the report itself.  
17 With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior  
18 Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes,  
19 rules or regulations regarding the confidentiality of such records and/or the information contained  
20 therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the  
21 Health Insurance Portability Act (HIPAA). Additionally, “[u]pon request by any party or on its own  
22 motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be  
23 sealed, placed in a confidential envelope; or any information contained within any attachments be  
24 redacted; or dissemination of any attachments or information contained therein be restricted, pursuant  
to Welfare and Institutions Code, section 827.” (Super. Ct. Orange County, Local Rules, Rule 903.1.)



## Attachment B

1           4. *To the Social Security Administration*

2           The Probation Department and the Social Services Agency may release information from a  
3 juvenile case file to the Social Security Administration for purposes of securing benefits for wards or  
4 dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subs. (g)(13) & (g)(16), § 11400 and § 10850;  
5 see also 42 U.S.C. § 675 subs. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

6           5. *Law Enforcement Agencies and Federal Officials*

7           The exchange and/or dissemination of information from a juvenile case file to law enforcement  
8 agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the  
9 disclosure and/or dissemination “of juvenile information to federal officials absent a court order of the  
10 judge of the juvenile court upon filing a petition as provided” in WIC Section 827, subdivisions  
11 (a)(1)(P) or (a)(4). For purposes of Section 831, “‘juvenile information’ includes the ‘juvenile case  
12 file’ as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but  
13 not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained  
14 or created independent of, or in connection with, juvenile court proceedings about the juvenile and  
15 maintained by any government agency, including, but not limited to, a court, probation office, child  
16 welfare agency, or law enforcement agency.” (Cal. Welf. & Inst. Code, § 831, subd. (e).)

17           6. *Child Death Review Team*

18           Information including but not limited to autopsy reports, criminal records, mental health  
19 records, physical health records, drug or alcohol information and reports, child abuse reports, and  
20 dependency case information may be shared with and among members of the Orange County Child  
21 Death Review Team. Team members must be advised on confidentiality guidelines and sign a  
22 confidentiality statement.

23           7. *To foreign consulates*

24           The release and exchange of information concerning minors of foreign nationality, who are  
wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or  
are the subject of an application for such petition, to the consulate of the appropriate government is

Attachment B

1 governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No.  
2 688.2, Revised: May 7, 2018.

3 8. *In all other instances.*

4 In all other instances, the disclosure of juvenile case files, the exchange of information between  
5 and among agencies concerned with court matters affecting children, the presence of persons at  
6 Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC  
7 Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7,  
8 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552,  
9 and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

10 Information from a juvenile case file, received by an authorized recipient, shall be safeguarded  
11 from unauthorized access or disclosure and shall not be further released to any person or agency not  
12 authorized to receive such information by statute, court order, or other lawful process. No person or  
13 entity may copy or inspect confidential psychological, medical, or educational information absent an  
14 order from the Presiding Judge of the Juvenile Court.

15 This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile  
16 Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule  
17 provisions control.

18 Dated this 5th of July 2018

19   
20 \_\_\_\_\_  
21 JOANNE MOTOIKE  
22 PRESIDING JUDGE of JUVENILE COURT  
23  
24

**Attachment C**

**CONFIDENTIALITY OF CORI INFORMATION**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_, during the legitimate course of your duties, you have access to CORI. The Orange County Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Classification

\_\_\_\_\_  
Date

Copy to be forwarded to Probation Juvenile Court Services Assistant Division Director within five (5) business days of start of employment.

Attachment D



STATE OF CALIFORNIA  
HDC 0004B  
(Orig. 11/2005; Rev. 03/2010)

DEPARTMENT OF JUSTICE  
PAGE 1 of 2

**CLETS PRIVATE CONTRACTOR  
MANAGEMENT CONTROL AGREEMENT**

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

Orange County Probation Department

CA030023G

(Public law enforcement/criminal justice agency)

(ORI)

to

(Private Contractor)

to perform

(Type of service)

services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.

## Attachment D



STATE OF CALIFORNIA  
HDC 0004B  
(Orig. 11/2005, Rev. 03/2010)

DEPARTMENT OF JUSTICE  
PAGE 2 of 2

**CLETS PRIVATE CONTRACTOR  
MANAGEMENT CONTROL AGREEMENT**

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Signature (CLETS Subscribing Agency Head)

\_\_\_\_\_  
Signature (Private Contractor Agency Head)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit 1**



STATE OF CALIFORNIA  
HDC 0012  
(Orig. 02/2009, Rev. 04/2016)

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

DEPARTMENT OF JUSTICE  
PAGE 1 of 1

**PRINT** **RESET**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative

**Exhibit 2**

**EMPLOYEE/VOLUNTEER STATEMENT FORM**

**USE OF CLETS CRIMINAL JUSTICE INFORMATION  
AND DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION**

As an employee/volunteer of \_\_\_\_\_, you may have access to confidential criminal records, Department of Motor Vehicle records, or other criminal justice information, much of which is controlled by statute. All access to California Law Enforcement Telecommunications System (CLETS) related information is based on the need-to-know and the right-to-know. Misuse of such information may adversely affect an individual(s) civil rights, and violates the law and/or CLETS policy.

Penal Code section 502 prescribes the penalties relating to computer crimes. Penal Code sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code sections 11141-11143 and 13302-13304 prescribe penalties for misuse of public record and CLETS information. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicle record information. Penal Code sections 11142 and 13303 state:

Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.

Any person/volunteer who is responsible for CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL CLETS ACCESSIBLE INFORMATION.

Signature: \_\_\_\_\_

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

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

**Exhibit 3**

**EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER**

I acknowledge that I am an employee of **Redwood Toxicology Laboratory, Inc.** and not of the County of Orange.

I understand that my employer, **Redwood Toxicology Laboratory, Inc.** and not the County of Orange will be solely responsible for providing on my behalf, all legally required employee benefits.

I understand that the County shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on my behalf.

\_\_\_\_\_

**(Employee Name – Please Print)**

\_\_\_\_\_

**(Signature of Employee)**