







BUREAU OF FORENSIC SERVICES, HEADQUARTERS  
1300 I Street, Suite 1150  
SACRAMENTO, CA 95814  
Telephone: 916-210-7460  
Fax: 916-322-7157  
E-Mail Address: Barry.Miller@doj.ca.gov

February 6, 2019

Vern Pierson  
District Attorney  
El Dorado County District Attorney's Office  
778 Pacific Street  
Placerville, CA 95667

Re: Amendment to Forensic DUI Analysis Contract

Dear Mr. Pierson,

In light of recent changes to the vehicle code and an increase in drug-DUI cases, the Bureau of Forensic Services (BFS) has updated its standard contract for DUI analysis services.

The existing contract requires BFS to analyze blood and urine samples in every instance, and only conduct drug analysis where the BAC result is below 0.08 percent. The amended language allows our laboratories to commence drug analysis immediately when no alcohol content is suspected, bypassing the otherwise-required testing for alcohol. Without the modifications, much needless alcohol analysis will continue in drug-DUI cases, driving up turn-around times and backlog.

Attached for your review, please find form 'STD. 213A' and attachments 'Exhibit A – SCOPE OF WORK', 'Exhibit B – BUDGET DETAIL AND PAYMENT PROVISIONS', and 'Exhibit D – SPECIAL TERMS AND CONDITIONS,' amending our existing forensic DUI agreement. A copy of your existing agreement has also been provided for comparison.

If there are any edits that need to be made prior to you being able to sign, please contact the BFS Forensic Alcohol Program at 916-227-3791 or [alcohol.billing@doj.ca.gov](mailto:alcohol.billing@doj.ca.gov). We can update the documents accordingly and provide you a revised version for final signature.

Sincerely,

A handwritten signature in blue ink that reads "Barry Miller".

Barry Miller  
Bureau Director, Bureau of Forensic Services

For XAVIER BECERRA  
Attorney General

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
<b>01-098-01</b>	<b>2</b>
REGISTRATION NUMBER	
<b>215098</b>	

- This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
**COUNTY OF EL DORADO**  
CONTRACTOR'S NAME  
**CALIFORNIA DEPARTMENT OF JUSTICE**
- The term of this Agreement is unchanged through Termination per Exhibit D
- The maximum amount of this Agreement after this amendment is: \$OPEN
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Changes have been made to 'Exhibit A, SCOPE OF WORK', 'Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS', and 'Exhibit D, SPECIAL TERMS AND CONDITIONS' of our existing forensic alcohol contract with your agency. The updated Exhibits A, B, and D will replace existing exhibits and are attached.  
*(note: In the updated 'Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS', a reference is made to 'Exhibit E'. 'Exhibit E, ADDITIONAL PROVISIONS' has not been modified with this amendment. Please refer to existing 'Exhibit E, ADDITIONAL PROVISIONS' as necessary).*



Due to the standardized language used on this STD. 213A form, we clarify the following:

References on this page to 'State Agency', 'State Agency's Name', and 'Agency Name' shall refer to our Client Agency (e.g. County of, Sheriff's Office, Police Department, District Attorney's Office...etc.). The signature section on this page labeled as 'STATE OF CALIFORNIA' shall be considered re-labeled as 'Client Agency'.

References on this page to 'Contractor' or 'Contractor's Name' shall refer to the California Department of Justice.

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small>		
<b>CALIFORNIA DEPARTMENT OF JUSTICE</b>		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<b>CHRIS RYAN, CHIEF, DIVISION OF OPERATIONS</b>		
<small>ADDRESS</small>		
<b>1300 I Street Sacramento, CA 95814</b>		
<b>STATE OF CALIFORNIA</b>		
<small>AGENCY NAME</small>		
<b>COUNTY OF EL DORADO</b>		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<b>Vern Pierson, District Attorney, El Dorado County</b>		
<small>ADDRESS</small>		
<b>778 Pacific Street Placerville, CA 95667</b>		
		<input type="checkbox"/> Exempt per:

**EXHIBIT A**  
(Standard Agreement)

**SCOPE OF WORK**

1. Department of Justice (DOJ) agrees to provide to the Agency as described herein:

This Agreement is hereby entered into by and between the State of California, Department of Justice, hereinafter referred to as "DOJ" or Contractor, and the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter referred to as "Agency", for the purpose of DOJ to provide alcohol and/or drug analysis of urine, blood, or breath evidence for the Agency.

2. Terms of Agreement and Amendment Clause:

The term of this Agreement shall be from the date the agreement is accepted and signed, and will continue until terminated as provided in Exhibit D hereto. This Agreement may be amended in writing and not otherwise by mutual agreement of the parties hereto.

3. The project representatives during the term of this Agreement will be:

	<b>AGENCY</b>	<b>CONTRACTOR</b>
Name:	Vern Pierson, District Attorney	Alcohol Billing Coordinator
Phone:	(530) 621-6484	(916) 227-3791
Fax:	( )	
Email:		alcohol.billing@doj.ca.gov

Direct all inquiries to:

	<b>AGENCY</b>	<b>CONTRACTOR</b>
Agency:	COUNTY OF EL DORADO	Department of Justice
Section/Unit:	District Attorney's Office	BFS / Forensic Alcohol Program
Attention:	Vern Pierson, District Attorney	Alcohol Billing Coordinator
Address:	778 Pacific Street	4949 Broadway, Rm. F126
City/State/Zip:	Placerville, CA 95667	Sacramento, CA 95820
Phone:	(530) 621-6484	(916) 227-3791
Fax:	( )	
Email:		alcohol.billing@doj.ca.gov

4. Responsibilities of DOJ:

Services shall be provided by the laboratories of the Bureau of Forensic Services, California Department of Justice, and shall be in accordance with **Exhibit B**, which by this reference, is hereby incorporated into this Agreement.

**EXHIBIT B**  
(Standard Agreement)

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**Payment for Services:**

DOJ agrees to provide and the COUNTY OF EL DORADO agrees to pay for the following services:

- Analysis of blood, breath, and urine samples suspected of containing alcohol. The cost of drug analysis, if available and applicable, in addition to alcohol testing, will be included as part of the uniform fee set forth below;
- Analysis of blood and urine samples suspected of containing drugs but purported to be free of alcohol;
- In the event oral fluid becomes an approved medium for the testing of samples suspected of containing drugs, DOJ will implement an oral fluid program and provide testing services.
- Provision of breath alcohol testing program utilizing approved breath testing instrument(s);
- Upon request, provide DOJ-approved blood and urine sample containers, envelopes and mailers;
- Administrative and logistical support of field breath alcohol tests utilizing DOJ supplied/supported breath instruments, including all associated accessories and supplies;
- Provide and maintain DOJ supplied/supported breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required;
- Consultation and expert testimony on the technical aspects of all analysis performed, including the interpretation of the results relative to driving impairment on cases analyzed by DOJ or those appropriately conducted with DOJ-supplied/supported breath test instruments;
- Training and retraining of certified breath test instrument operators to establish and maintain their proficiency as required by Title 17, California Code of Regulations.
- All of the foregoing services, where necessary, as determined by DOJ, shall be provided by DOJ to the Agency. Except as set forth in the next succeeding sentence, this contract shall apply to all subjects arrested within El Dorado County, regardless of arresting agency, for any driving/boating under the influence violations. Subjects arrested in the circumstances specified in Exhibit E will be excluded. An all-inclusive uniform fee of \$35.00 per subject tested will be collected for violations of 23152 cvc, 23153 cvc, 23103 cvc, 23104 cvc, and 23105 cvc as specified in the California Penal Code, section 1463.14.
- Breath test instruments meeting DOJ requirements may be provided by the Agency. Agency-provided instruments will be fully supported (maintenance/repair, consumables, and networking) and fees will be collected as described above.

**EXHIBIT B**  
(Standard Agreement)

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**Invoicing:**

DOJ shall send monthly invoices to the Agency noting number of tests conducted, month/year tests were conducted, and total amount due to:

El Dorado County District Attorney's Office  
778 Pacific Street  
Placerville, CA 95667

Payments shall be submitted to:

Department of Justice  
Accounting Services  
P.O. Box 944255  
Sacramento, CA 94244-2550

**OUTSTANDING ACCOUNTS RECEIVABLE RECOVERY CLAUSE\***

Pursuant to Government Code Section 11255, departments that provide services to another department may recover outstanding receivables by initiating a Transfer Request (TR) with the State Controller's Office (SCO) to transfer funds from the debtor department. This option will be used on a limited basis and only when the following conditions are met: (1) the invoice was not paid by the requested due date, (2) non-payment provisions are included in the Interagency Agreement between the departments, (3) the invoice has not been disputed, and (4) a 30-day notice has been provided to the debtor department that a transfer of funds will be initiated for non-payment.

In compliance with Government Code section 11255 and Budget Letter 10-10, provide the appropriation information below:

Agency Name	
Interagency Agreement Number	
Contact Person & Telephone Number	
Fund Number	
Sub Fund	
Organization Code	
Fiscal Year	
Reference	
Category	
Program	

\*For State of California Agencies only (e.g. CA Highway Patrol, CA. Dept. of Fish and Wildlife, CA Dept. of Corrections...etc.)



**EXHIBIT D**  
(Standard Agreement)

**SPECIAL TERMS AND CONDITIONS**

**Examination and Audit:**

The Contractor parties of this Agreement shall be subject to the examination and audit of the State of California, Bureau of State Audits and the Department of Justice, Internal Control and Audits Program for a period of three (3) years after final payment under the terms and conditions to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

**Termination:**

Either party may terminate this Agreement by giving the other party thirty (30) days written notice to the effective date of such termination. DOJ may terminate the performance of services under this Agreement in accordance with this clause in whole on thirty (30) days written notice to the Agency.

Whenever payment has not been received for services rendered within 90 days of invoice date, DOJ may decline (without notice) to perform services referenced on Exhibit A until all outstanding invoices have been paid in full.

After such receipt of a notice of termination and except as otherwise directed by the DOJ, services provided under this Agreement shall stop on the date and to the extent specified in the notice of termination.

In the event this Agreement is terminated by the Agency, DOJ shall be compensated for services completed to the date of termination based upon the compensation rates, together with such additional services performed after termination which are authorized by the Agency to complete the work performed to date of termination.

**Disputes:**

Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed of within a reasonable period of time by the Agency and DOJ employees normally responsible for the administration of this contract, shall be brought to the attention of the DOJ Contract Administrator and Agency Contact Person for joint resolution. The Agency and DOJ agree to continue to carry out all other responsibilities under this Agreement not affected by the dispute.

Disputes shall be submitted in writing to DOJ.

Disputes pertaining to the accuracy of a reported arrest location should be submitted in writing by emailing them directly to [alcoholbilling@doj.ca.gov](mailto:alcoholbilling@doj.ca.gov). It is the Agency's responsibility to obtain the correct traffic stop location, including the street name and nearest cross street (with direction of travel if available) from the arresting agency, and to provide that information as part of the formal dispute. To address your dispute, the accurate traffic stop location will be used by DOJ to determine responsibility for charges related to DUI testing.

**EXHIBIT D**  
(Standard Agreement)

**SPECIAL TERMS AND CONDITIONS**

**Conflict with Existing Law:**

The Contractor and the Agency agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**Validity:**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED.**



APPROVED

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER <b>01-098-01</b>	AMENDMENT NUMBER <b>1</b>
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
**COUNTY OF EL DORADO**  
CONTRACTOR'S NAME  
**DEPARTMENT OF JUSTICE**
- The term of this Agreement is **March 1, 2005** through **Continuous**
- The maximum amount of this Agreement after this amendment is: **\$ OPEN**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:


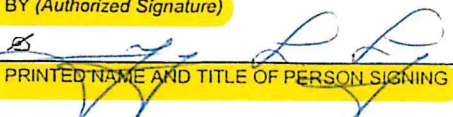
By mutual consent of both parties, this Amendment will modify the following information within the established contract:

- All "Intoxilyzer" references shall be eliminated and replaced with the term "breath testing instrument/device" or an appropriate combination thereof.

All other terms and conditions shall remain the same.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>DEPARTMENT OF JUSTICE</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>DEBORAH MERRIL, CHIEF, Accounting Office</b>		
ADDRESS <b>1300 I Street Sacramento, CA 95814</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>COUNTY OF EL DORADO</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>3-17-05</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per:
ADDRESS		

**STANDARD AGREEMENT**  
STD. 2 (REV. 5-91)

APPROVED BY THE  
ATTORNEY GENERAL

CONTRACT NUMBER <b>01-98-01</b>	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 1st day of July, 2001,  
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <b>ATTORNEY GENERAL</b>	COUNTY <b>COUNTY OF EL DORADO</b>
CONTRACTOR'S NAME <b>DEPARTMENT OF JUSTICE</b>	

, hereafter called the County, and  
, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations hereinafter expressed, does hereby agree to furnish to County services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

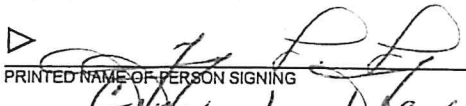


This Agreement is hereby entered into by and between the State of California, Department of Justice, hereinafter referred to as "DOJ" or Contractor, and the County of El Dorado, a political subdivision of the State of California, hereinafter referred to as "County", for the purpose of DOJ to provide alcohol analysis services for the County.

**Responsibilities of DOJ.** Services shall be provided by the laboratories of the Bureau of Forensic Services, California Department of Justice, and shall be in accordance with Exhibit A, which by this reference, is hereby incorporated into this Agreement.

**Terms of Agreement and Amendment Clause.** The term of this Agreement shall be from July 1, 2001, and will continue until (1) written notice is received stating this agreement is cancelled; and (2) the agency discontinues requesting the services. This agreement may be amended in writing and not otherwise by mutual agreement of the parties hereto.

CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER PLUS EXHIBIT A.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

COUNTY		CONTRACTOR	
COUNTY <b>COUNTY OF EL DORADO</b>		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <b>DEPARTMENT OF JUSTICE</b>	
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 	
PRINTED NAME OF PERSON SIGNING <b>GARY L. DAY</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>DEBORAH MERRILL</b>	
TITLE <b>DISTRICT ATTORNEY</b>		ADDRESS <b>P. O. Box 944255 Sacramento, CA 94244-2550</b>	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE	<b>Department of General Services Use Only</b>
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$	ITEM	CHAPTER	
	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 		DATE	

CONTRACTOR   
  STATE AGENCY   
  DEPT. OF GEN. SERV.   
  CONTROLLER



**Invoicing.** DOJ shall send monthly invoices to the County noting number of tests conducted, month/year tests were reviewed and total amount due to:

John Mitchell  
El Dorado County District Attorney's Office  
515 Main Street  
Placerville, CA 95667-5697

Payments shall be submitted to:

Department of Justice  
Accounting Services  
P. O. Box 944255  
Sacramento, CA 94244-2550

**Examination and Audit.** The Contractor parties of this Agreement shall be subject to the examination and audit of the State of California, Bureau of State Audits and the Department of Justice, Internal Control and Audits Program for a period of three (3) years after final payment under the terms and conditions to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

**Termination.** Either party may terminate this Agreement by giving the other party thirty (30) days written notice to the effective date of such termination. DOJ may terminate the performance of services under this Agreement in accordance with this clause in whole on thirty (30) days written notice to the County.

Whenever payment has not been received for services rendered within 90 days of invoice date, DOJ shall no longer perform services referenced on Exhibit A until all outstanding invoices have been paid in full.

After such receipt of a notice of termination and except as otherwise directed by the DOJ, services provided under this Agreement shall stop on the date and to the extent specified in the notice of termination.

In the event this Agreement is terminated by the County, DOJ shall be compensated for services completed to the date of termination based upon the compensation rates, together with such additional services performed after termination which are authorized by the County to complete the work performed to date of termination.



The DOJ Contract Administrator shall be:

Mary Hoffman  
Mission Support Branch  
4949 Broadway, Room B-228  
Sacramento, CA 95820  
(916) 227-6432

The County Contact Person shall be:

John Mitchell  
El Dorado County District Attorney's Office  
515 Main Street  
Placerville, CA 95667-5697  
(530) 621-6421

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**Conflict with Existing Law.** The Contractor and the County agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed nonapplicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

**Validity.** The invalidity in whole or in part of any provision of this Agreement shall not void or effect the validity of any other provision of this Agreement.

COUNTY OF EL DORADO  
Standard Agreement 01-98-01  
EXHIBIT A

DOJ agrees to provide and the County of El Dorado agrees to pay for the following services:

- Laboratory analysis of blood and urine samples for alcohol. The cost of drug analysis in addition to alcohol when available, will be included as part of the uniform fee of \$35 charged per subject tested;
- Provision of a breath alcohol testing program utilizing the Intoxilyzer breath instrument;
- Upon request, blood and urine sample containers, envelopes and mailers as normally provided by DOJ;
- Administrative and logistical support of field breath alcohol tests utilizing the Intoxilyzer breath instrument including all associated accessories and supplies;
- Provide and maintain Intoxilyzer breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required for all DOJ Intoxilyzers;
- Consultation and expert testimony on the technical aspects of all analysis performed including the interpretation of the results relative to driving impairment on cases analyzed by DOJ; and
- Training and retraining of certified breath test (Intoxilyzer) operators to establish and maintain their proficiency as required by Title 17, California Code of Regulations.