



# El Dorado County

## Master Report

330 Fair Lane, Bldg A.  
Placerville, California  
530 621-5390  
FAX 622-3645  
co.el-dorado.ca.us/bos

**File Number: 06-1713**

**File ID:** 06-1713

**Type:** Agenda Item

**Status:** Clerk's Inbox

**Version:** 1

**Reference:**

**Governing Body:** Board Of Supervisors

**Created:** 10/23/2006

**Agenda Title:** Redwood Toxicology, Inc. #565-S0611, Amendment I

**Final Action:**

**Title:** Probation Department recommending Chairman be authorized to sign Redwood Toxicology, Inc., Amendment I to Agreement #565-S0611; increasing agreement by \$16,000.00 to meet increased demand for services, the total amount of this Agreement, as amended, shall not exceed \$45,000.00. Due to unanticipated increase in testing to meet court orders and Prop 36 mandates the Probation Department exceeded the current contract amount by approximately \$3,716.00.

**RECOMMENDED ACTION:** Approve

**FUNDING:**

**Notes:**

**Code Sections:**

**Agenda Date:** 11/07/2006

**Agenda Number:** 06-1713

**Sponsors:**

**Enactment Date:**

**Attachments:** 565-S0611 AMD I routing sheet.doc ,565-S0611 AMD I Redwood Tox.doc

**Enactment Number:**

**Same:**

**Hearing Date:**

**Contact:** Joseph S. Warchol, II

**Next Meeting Date:** 11/07/2006

### Approval History

Version	Date	Approver	Action
1	10/25/2006	Joe Warchol	Approved
1	10/26/2006	Agenda Coordinator	Delegate
1	10/26/2006	Kelly Webb	Approved
<b>Notes</b>	consent; reviewed and approved by County Counsel and Risk Management. Staff in the Sheriff's Department has also reviewed this item.		
1	10/30/2006	Laura Gill	Approved

**History of Legislative File**

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<b>Ver- sion:</b>	<b>Acting Body:</b>	<b>Date:</b>	<b>Action:</b>	<b>Sent To:</b>	<b>Due Date:</b>	<b>Return Date:</b>	<b>Result:</b>
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**Text of Legislative File 06-1713**

Probation Department recommending Chairman be authorized to sign Redwood Toxicology, Inc., Amendment I to Agreement #565-S0611; increasing agreement by \$16,000.00 to meet increased demand for services, the total amount of this Agreement, as amended, shall not exceed \$45,000.00. Due to unanticipated increase in testing to meet court orders and Prop 36 mandates the Probation Department exceeded the current contract amount by approximately \$3,716.00.

**RECOMMENDED ACTION:** Approve

**FUNDING:**

**BUDGET SUMMARY:**

Total Estimated Cost     \$45,000.00

Funding

    Budgeted   \$45,000.00

    New Funding   \$

    Savings       \$

    Other         \$

Total Funding Available   \$45,000.00

Change in Net County Cost     \$0

**Fiscal Impact/Change to Net County Cost:**

The total amount of this Agreement shall not exceed \$45,000. Funds are budgeted in the Probation Department (254030, 254100, 254130, 254060, 254140), Professional and Specialized Services (4300); and budgeted in various programs within the Sheriff's Department. No change to Net County Cost.

**Reason for Recommendation:**

Due to unanticipated increase in testing to meet court orders and Prop 36 mandates the Probation Department inadvertently exceeded the current contract amount by approximately \$3,716.00 (September \$966.00 and October invoices estimated by Redwood Toxicology to be \$2,750.00).

Redwood Toxicology Laboratory, Inc., has agreed to perform urine drug screen tests on specimens. Each sample is tested for presence of amphetamines, opiates, barbiturates, cocaine, benzodiazepines, creatinine, alcohol and THC. All samples shall be tested and test results transmitted to County within 48 hours of their receipt by Consultant. Redwood Toxicology Laboratory, Inc., has access to the necessary lab facilities, is able to procure the related equipment and pay salary and benefits of licensed lab technicians to provide the urine testing results for juvenile and adult offenders for the Probation Department and the Sheriff's Department.

The County Officer or employee with responsibility for administering this Agreement on behalf of the Probation Department is Doreen Klimovich, Fiscal Administrative Manager.

The County Officer or employee with responsibility for administering this Agreement on behalf of the Sheriff Department is Mary Pierce, Sr Administrative Analyst.

The Term of this Agreement shall remain March 9, 2006 through March 8, 2007.

**Action to be taken following Board approval:**

1. Chairman to sign two copies of attached amendment to agreement.
2. The Purchasing Agent shall increase the Blanket Purchase Order by \$16,000.00.
3. Probation Department to distribute executed agreement.

**Contact:**

Joseph S. Warchol, II Chief Probation Officer, 530-621-5958.

**Concurrences:**

This Amendment I to Agreement #565-S0611 has been approved by County Counsel and Risk Management.



# El Dorado County Board of Supervisors

330 Fair Lane, Bldg A.  
Placerville, California  
530 621-5390  
FAX 622-3645  
co.el-dorado.ca.us/bos

File Number: 06-1713

**Introduced:** 10/23/2006

**Current Status:** Clerk's Inbox

**Version:** 1

**Matter Type:** Agenda Item

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Funding		
Budgeted	\$45,000.00	
New Funding	\$	
Savings	\$	
Other	\$	
Total Funding Available	\$45,000.00	
Change in Net County Cost		\$0

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**Contact:**

Joseph S. Warchol, II Chief Probation Officer, 530-621-5958.

**Concurrences:**

This Amendment I to Agreement #565-S0611 has been approved by County Counsel and Risk Management.

# RUSH

Contract #: 565-S0611, AMD I

## CONTRACT ROUTING SHEET

Date Prepared: 10/20/06

Need Date: Dpt needs ASAP  
Thank you!

### PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts  
Dept. Contact: Pam Carlone  
Phone #: 5833  
Department  
Head Signature: Pam Carlone

### CONTRACTOR:

Name: Redwood Toxicology Lab  
Address: 3650 Westwind Blvd.  
Santa Rosa, CA 95403  
Phone: 800-255-2159

EL DORADO COUNTY COUNSEL  
2006 OCT 20 PM 1:09  
Meredith

### CONTRACTING DEPARTMENT:

Probation/Sheriff

Service Requested: Drug Testing "as requested"  
Contract Term: Expires 3/8/07 Amendment Value: \$16,000  
Compliance with Human Resources requirements? Yes:          No:           
Compliance verified by:         

### COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved:          Date: 10-23-06 By: Carlone  
Approved:          Disapproved:          Date:          By:         

DATE	ASSIGNMENT	ATTORNEY	DEPT./INDEX NO.	BY:
10/20/2006		ED KURTAN		Carlone

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

### RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding)

Approved: ✓ Disapproved:          Date: 10/23/06 By:           
Approved:          Disapproved:          Date:          By:         

Approval contingent on proof of updated W/C coverage.

OK PC  
10/24/06

OCT 23 2006

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:           
Approved:          Disapproved:          Date:          By:           
Approved:          Disapproved:          Date:          By:

# ORIGINAL

## AGREEMENT FOR SERVICES #565-S0611 AMENDMENT I

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This Amendment I to that Agreement for Services #565-S0611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Redwood Toxicology Laboratory, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 3650 Westwind Boulevard, Santa Rosa, CA 95403; (hereinafter referred to as "Consultant");

### WITNESSETH

**WHEREAS**, Consultant has been engaged by County to provide urine drug screen testing to detect the use of illicit drugs and alcohol on an "as requested" basis for the Probation Department and The Sheriff's Office, in accordance with Agreement for Services #565-S0611, dated March 7, 2006, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to increase the compensation of said Agreement by an additional \$16,000.00, hereby amending **ARTICLE III – Compensation for Services**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #565-S0611 shall be amended a first time as follows:

#### **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of invoice(s) identifying services rendered. Consultant shall invoice requesting departments individually. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "B", marked "Pricing Schedule", incorporated herein and made by reference a part hereof. The total amount of this Agreement, as amended, shall not exceed \$45,000.00.

Except as herein amended, all other parts and sections of that Agreement #565-S0611 shall remain unchanged and in full force and effect.



**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

*Alison Hysommer, Department Analyst*  
By: *for: Doreen Klimovich* Dated: 10/25/06  
Doreen Klimovich, FAM  
Probation Department

*Mary M Pierce*  
By: *Mary M Pierce* Dated: 10/24/06  
Mary Pierce, FAM  
Sheriff's Office

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

*Joseph S. Warchol II*  
By: *Joseph S. Warchol II* Dated: 10-25-06  
Joseph S. Warchol, II, Chief Probation Officer  
Probation Department

*Jeff Neves*  
By: *Jeff Neves* Dated: 10/24/06  
Jeff Neves, Sheriff

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #565-S0611 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

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

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

Chairman  
Board of Supervisors  
"County"

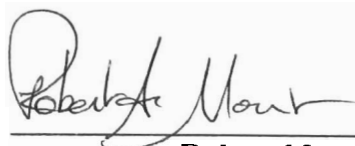
ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- CONSULTANT --

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

REDWOOD TOXICOLOGY LABORATORY, INC.,  
A CALIFORNIA CORPORATION

By:  \_\_\_\_\_  
Robert Mount, President  
"Consultant"

By:  \_\_\_\_\_  
Corporate Secretary

Dated: 10/26/2004

**COPY**

AGREEMENT FOR SERVICES #565-S0611

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Redwood Toxicology Laboratory, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 3650 Westwind Boulevard, Santa Rosa, CA 95403, (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide urine drug screen testing to detect the use of illicit drugs and alcohol on an "as requested" basis for the Probation Department and the Sheriff's Office; and

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

## ARTICLE I

**Scope of Services:** Consultant agrees to furnish personnel and equipment necessary to provide urine drug screen tests on an "as requested" basis for the Probation Department and the Sheriff's Office. Services shall include, but not be limited to, those described in Exhibit "A", marked "Scope of Services", incorporated herein and made by reference a part hereof.

## ARTICLE II

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of March 9, 2006 through March 8, 2007.

## ARTICLE III

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of invoice(s) identifying services rendered. Consultant shall invoice requesting departments individually. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "B", marked "Pricing Schedule", incorporated herein and made by reference a part hereof. Total amount of this Agreement shall not exceed \$29,000.00.

## ARTICLE IV

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## ARTICLE V

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

## ARTICLE VI

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## ARTICLE VII

**Independent Consultant/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates,

and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

#### **ARTICLE VIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE IX**

##### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a

termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

## **ARTICLE X**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO

PROBATION DEPARTMENT  
471 PIERROZ ROAD  
PLACERVILLE, CA 95667  
ATTN: DIANE HOF SOMMER

SHERIFF'S OFFICE  
300 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: MARY PIERCE

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

REDWOOD TOXICOLOGY LABORATORY, INC.  
3650 WESTWIND BLVD.  
SANTA ROSA, CA 95403

or to such other location as the Consultant directs.

#### **ARTICLE XI**

**Indemnity:** The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. **Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.**
- B. **Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.**
- C. **Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement. For the purposes of this Agreement, automobile liability is not required.**
- D. **In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.**
- E. **Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.**
- F. **The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.**

- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.



- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

### **ARTICLE XIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### **ARTICLE XIV**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

### **ARTICLE XV**

**California Residency (Form 590):** All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

### **ARTICLE XVI**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

### **ARTICLE XVII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement on behalf of the Probation Department is Doreen Klimovich, Administrative Services Officer, or successor.

The County Officer or employee with responsibility for administering this Agreement on behalf of the Sheriff's Office is Mary Pierce, Fiscal Administrative Services Officer, or successor.

**ARTICLE XIX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XX**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.


**ARTICLE XXI**

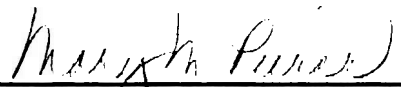
**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

**ARTICLE XXII**

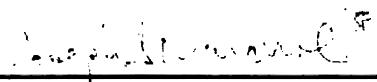
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.


**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 1/18/06  
Doreen Klimovich, FAM  
Probation Department

By:  Dated: 1/27/06  
Mary Pierce, FAM  
Sheriff's Office

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 1-18-06  
Joseph S. Warchol, II, Chief Probation Officer  
Probation Department

By:  Dated: 1/26/06  
Jeff Neves, Sheriff

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 3/7/06

By: James R. Sweeney  
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: [Signature] Date: 3/7/06  
Deputy Clerk

-- CONSULTANT --

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

REDWOOD TOXICOLOGY LABORATORY, INC.,  
A CALIFORNIA CORPORATION

By: [Signature]  
Robert Mount, President  
"Consultant"

By: [Signature]  
Corporate Secretary

Dated: 2/2/06

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **Testing Services:**

Consultant agrees to perform urine drug screen tests on specimens delivered to Consultant at its place of business in Santa Rosa. Unless otherwise requested and agreed to by Consultant, each sample shall be tested for the presence of amphetamines, opiates, barbiturates, cocaine, benzodiazepines, creatinine, alcohol, and THC. Results shall be reported by level for alcohol and THC, subject to thresholds routinely established by Consultant. Results for other substances shall be reported as positive or negative. County may request testing for substances in addition to the routine panel specified above. Any such request shall be clearly indicated on the documentation accompanying the sample. Consultant shall make sure additional testing is available for any substances for which Consultant is equipped to test, at Consultant's rates for such additional tests; County agrees to pay the rate in force at the time the requested test material is submitted. In accordance with its regular protocols, Consultant shall conduct confirmation testing for any positive results. All samples shall be tested and test results transmitted to County within 48 hours of their receipt by Consultant.

#### **Designation of Specimens and Communication of Test Results:**

The Placerville and South Lake Tahoe offices of the El Dorado County Probation Department and the Sheriff's Office will be submitting samples to Consultant. Consultant shall send all results of tests by fax to the requesting department(s). A paper copy of each transmittal shall follow by regular mail.

Specimens that have tested positive for one or more drugs will be placed in secured storage for up to six (6) months. Methadone clinics will be kept up to two (2) months.

#### **Transmittal of Samples:**

County shall transmit samples to Consultant by courier, by means of the US Postal Service, or, if three or more samples are being transmitted together, by Airborne Express. Consultant shall pay shipping costs for samples transmitted by the US Postal Service or by Airborne Express.

#### **Supplies:**

Consultant shall provide County with the following supplies: testing requisition forms, specimen labels, urine specimen bottles, chain of custody and security seals, and prepaid mailing boxes and Airborne Express pouches. These supplies shall be promptly replenished as needed. A \$10.00 charge will be assessed for shipping and handling of supplies after initial order.

EXHIBIT B

***Pricing Schedule***

This Pricing Schedule includes screening via enzyme immunoassay (EIA), and confirmation by thin layer chromatography (TLC), radio immunoassay (RIA), gas chromatography (GC), or gas chromatography/mass spectrometry (GC/MS). Please see the next page for information on expert witness fees.

<b>Routine Screen I (P08/1108)</b>	<b><u>\$ 5.75 / specimen</u></b>
Amphetamines	
Barbiturates	
Benzodiazepines	
Cocaine	
Opiates	
THC	
Alcohol	
<b>Routine Screen II (P77/1118)</b>	<b><u>\$ 5.75 / specimen</u></b>
Amphetamines	
Barbiturates	
Benzodiazepines	
Cocaine	
Opiates	
PCP	
THC	
Alcohol	
<b>Comprehensive Screen (H03/1199)</b>	<b><u>\$ 10.00 / specimen</u></b>
Amphetamines	
Barbiturates	
Benzodiazepines	
Cocaine	
Methadone	
Methaqualone	
Opiates	
PCP	
Propoxyphene	
THC	
Alcohol	
<b>One Drug Screen</b>	<b><u>\$ 1.75 / specimen</u></b>
<b>Two Drug Screen</b>	<b><u>\$ 3.00 / specimen</u></b>
<b>Three Drug Screen</b>	<b><u>\$ 3.25 / specimen</u></b>
<b>Four Drug Screen</b>	<b><u>\$ 3.50 / specimen</u></b>
<b>Five Drug Screen</b>	<b><u>\$ 3.75 / specimen</u></b>
<b>Six Drug Screen</b>	<b><u>\$ 4.00 / specimen</u></b>

**Confirmation:** RTL will confirm all specimens by the methods listed above. If the County requires confirmations for court purposes, GC/MS will be performed upon request on positive specimens for an additional cost of \$12.50 per analyte (drug).

**EXHIBIT B**

<b>Split Specimen Handling Fee</b>	<b><u>\$25.00 / specimen</u></b>
<b>Litigation Package</b> <i>(Includes written affidavit and/or telephonic testimony)</i>	<b><u>\$ No Charge</u></b>
<b>Expert Witness Fees</b> <i>(per appearance, plus travel expenses)</i>	<b><u>\$ 350.00</u></b>

All of the costs listed include collection and shipping supplies, customer support, and training.

Collection supplies include:

- Specimen collection containers/bottles
- Specimen baggies with absorbent material
- Chain of Custody forms/labels of various configurations
- Security seals
- Temperature strips (available upon request)
- Pre-paid mailers – U.S. mail or DHL

Additional services include:

- Phone consultation: Response to questions ranging from specimen collection guidelines to confirmation.
- Website/Drugs of Abuse Literature: Information from street names, drug interactions, retention/detection times, etc.
- Training: Telephonic an on-site training is available to all County staff to discuss collection procedures, chain of custody and results interpretation, etc.
- Expert Witness Testimony: Available by affidavit, telephonically or in-court. Please refer to the RFP-Price Proposal for more information. A sample Declaration/Affidavit is available in the Attachment Section.
- Air Shipment Tracking and Scheduling: Track DHL specimen shipments to the laboratory or call to arrange pick-up for specimens. Specimen pick-ups may also be requested on the WebToxicology internet reporting site.
- IT/Computer Support: Available for internet reporting support and to answer all IT questions (800) 255-2159, ext. 111.
- Supply Fulfillment: Call toll free for all your collection supply needs (800) 255-2159, ext. 124 or 127, supplies@redwoodtoxicology.com.