

Redwood Toxicology Laboratory, Inc.

Drug and Alcohol Testing Equipment and Services

AGREEMENT FOR SERVICES #9496

THIS AGREEMENT, 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 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");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to provide drug screen testing on an as-needed basis to the Probation Department (Probation);

WHEREAS, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

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

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

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

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subcontractor, if applicable, perform the services and tasks required under this Agreement accordingly.

Consultant agrees to provide drug and alcohol testing services on an "as requested" basis for Probation. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof. Consultant shall grant, and Probation shall have, access to submitted specimen test results through Consultant's website. Probation shall be responsible to limit Probation's access to Consultant's website to authorized individuals.

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto and shall cover the period of May 17, 2025, through May 16, 2028.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates 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 shall not exceed \$180,000.00, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado Probation Department – Fiscal
3974 Durock Rd, Ste. 205
Shingle Springs CA 95682

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

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 VI

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 understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Probation Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Health Insurance Portability and Accountability Act (HIPAA) Compliance: HIPAA defines "Covered Entity" as a health plan, health care clearinghouse, or health care provider that transmits any health information in electronic form in connection with a HIPAA covered transaction, also referred to as "standard transactions." As a condition of Consultant performing laboratory services for County, Consultant, as a Covered Entity health care provider under HIPAA, agrees to follow all applicable laws pertaining to the use and disclosure of protected health information (PHI) and Personally Identifiable Information (PII), including but not limited to:

- i. Health Insurance Portability and Accountability Act (HIPAA) (Title 45 Code of Federal Regulations (CFR) Parts 160 and 164)
- ii. Welfare and Institutions Code Sections 5328-5328.15
- iii. Confidentiality of Substance Use Disorder Patient Records, 45 CFR Part 2
- iv. HITECH Act (42 U.S.C. Section 17921 et seq.)
- v. Patient Access to Health Records Act (California Health and Safety Code Section 123100, et seq.)
- vi. Confidentiality of Medical Information Act (California Civil Code Sections 56 through 56.37)

Consultant and contracted providers are allowed to release medical information under HIPAA regulations specific to and in conformance with the HIPAA Privacy Rule (45 C.F.R. Part 164).

ARTICLE IX

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 X

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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 the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

Default, Termination, and Cancellation:

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
- a. The alleged default and the applicable Agreement provision.
 - b. That the party in default has thirty (30) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within thirty (30) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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 in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:
 - a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
 - b. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
 - c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.
 3. The following shall be events of default under this Agreement:
 - a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 - b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 - c. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 - d. A violation of ARTICLE XIX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately 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: Either Party may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. 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.

ARTICLE XIV

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:

To County:

County of El Dorado
Probation Department
3974 Durock Rd, Suite 205
Shingle Springs CA 95682
Attn: Andrew Craven
Deputy Chief Probation Officer

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville California 95667
Attn: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be in duplicate and addressed as follows:

To Consultant:

Redwood Toxicology Laboratory, Inc.
3650 Westwind Boulevard
Santa Rosa, CA 95403

Attn: Contracts Department

With a copy to:

Abbott Laboratories – Legal Department
100 Abbott Park Road
Building AP6A
Abbott Park, IL 60064-3500
Attn: DVP & Associate General Counsel,
ARDx Informatics Rapid Diagnostics Legal

or to such other location as Consultant directs.

ARTICLE XV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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 Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XVI

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division 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 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. Professional Liability (Errors and Omissions) Insurance with a limit of liability of not less than \$2,000,000 per claim. If the coverage is written on a claims-made basis, the Retroactive Date must be shown on the certificate, and it must be before the beginning of the contracted work.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's 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 herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage is cancelled or 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 Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event 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. If insurer cannot provide such notice, Contractor shall provide; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 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 Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.
- J. Any deductibles or self-insured retentions shall be permitted with the understanding that Contractor shall be responsible for such deductible or self-insurance retentions.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to 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 the 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. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with Consultant and County's Risk Management Division as essential for protection of County.

ARTICLE XVII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XVIII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XX

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXI

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance.

Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIV

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

California Forum and Law: 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.

ARTICLE XXVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Andrew Craven, Deputy Chief Probation Officer, Probation Department, or successor.

ARTICLE XXVIII

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 the obligations set forth herein.

ARTICLE XXIX

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXX

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

ARTICLE XXXI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIII

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- REDWOOD TOXICOLOGY LABORATORY, INC. --

By: Mary Tardel
Mary Tardel
Director, Government Services
"Consultant"

Dated: 10/21/2025

Redwood Toxicology Laboratory, Inc.

**Exhibit A
Scope of Services**

Testing Services:

Consultant agrees to perform drug screen tests on specimens delivered to Consultant at its place of business in Santa Rosa, CA. 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. For any tests not included on Exhibit B, "Pricing Schedule," County shall request, and Consultant shall provide, a written price per specimen for the requested test subject to County approval. Once approved by County, the price per specimen for a test not included on Exhibit B shall be the approved price for any and all future specimens delivered to Consultant for said testing as if fully set forth in Exhibit B and shall only be amended in writing by the parties as an Amendment to this Agreement. In accordance with its regular protocols, Consultant shall conduct confirmation testing for any positive results. Negative results for basis tests (non-esoteric) will be made available twenty-four (24) to forty-eight (48) hours after receipt of specimens at Consultant's facility. Confirmed positive results or esoteric testing requiring GC-MS, LC-MS/MS or GC-FID will be reported to authorized County personnel within seventy-two (72) to ninety-six (96) hours from the time of receipt of specimen(s) at Consultant's facility, or after receiving request for GC-MS, LC-MS/MS or GC-FID confirmation.

Designation of Specimens and Communication of Test Results:

Probation will submit samples to Consultant. A paper copy of each transmittal shall be available by regular mail upon request of County, at no charge.

Specimens that have tested positive for one (1) or more drugs shall be placed in secured storage for up to three (3) months. Methadone clinics will be kept up to two (2) months.

Consultant shall provide test results to Probation via a secure access internet website for use by authorized County employees.

Expert Witness Testimony shall be provided on an "as-needed" basis upon request and charged as listed within Exhibit B.



Exhibit B
Pricing Schedule
El Dorado County Probation
2025 Renewal

URINE LABORATORY SERVICES

Urine Lab Tests - Standard Drugs - Screen Only

Standard drugs include: Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Carisoprodol, Ecstasy (MDMA), Ethyl Glucuronide (EtG), Heroin (6-MAM), Marijuana (THC), Meperidine*, Methadone, Opiates, Oxycodone, PCP, Propoxyphene, Tramadol. May substitute drug with adulteration test such as Creatinine, pH, or Specific Gravity at no additional cost. Creatinine is automatically included as a drug on every urine panel. Drugs marked with an asterisk (*) cost more to confirm than standard drugs.*

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
845	Amphetamines - Screen Only	\$5.93
092	Buprenorphine - Screen Only	\$5.93
472	Cannabinoids (THC) - Screen Only	\$5.93
047	Ethanol (Alcohol) - Screen Only	\$5.93
099	Methadone - Screen Only	\$5.93
093	Opiates - Screen Only	\$5.93
098	Oxycodone - Stand-Alone Screen Only	\$5.93
091	Tramadol - Screen Only	\$5.93
R77	Urine 9 Panel ALC, AMP, BAR, BZO, COC, CR, OPI, PCP, THC - Screen Only	\$6.76
Various	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	\$15.50
5292	Buprenorphine - Confirmation Only	\$24.00
5047	Ethanol (Alcohol) GC-FID Confirmation	\$15.50
647	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - EtG Screen with Automatic Confirmation of Positives for both EtG & EtS	\$15.30
5747	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - Confirmation Only	\$15.50
5098	Oxycodone - Confirmation Only	\$15.50
5212	Tramadol - Confirmation Only	\$15.50
069	Creatinine Level - Specimen Validity Check	\$5.93
V175	Amphetamines EIA Rescreen	\$15.50
V165	LC/MS/MS Comp Buprenorphine Confirmation	\$24.00
V138	LC/MS/MS Opiates Qual Confirm	\$15.50

Urine Lab Tests - Specialty Drugs

Specialty lab tests may be ordered in addition to a standard panel or as stand-alone tests. Please visit www.redwoodtoxicology.com or contact us at (800) 255-2159 for more information about our specialty tests and panels.

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
2101	Fentanyl - Screen Only	\$8.00
5504	Fentanyl - Confirmation Only	\$45.00
1163	LSD - Urine Screen Only	\$5.93
5290	Tricyclic Antidepressants (TCAs) - Confirmation Only	\$15.50
V198	LC/MS/MS Urine Fentanyl's Confirm	\$45.00

Urine Lab Tests - Specialty Panels

Standard drugs include: Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Carisoprodol, Ecstasy (MDMA), Ethyl Glucuronide (EtG), Heroin (6-MAM), Marijuana (THC), Meperidine*, Methadone, Opiates, Oxycodone, PCP, Propoxyphene, Tramadol. Creatinine is automatically included as a drug on every urine panel. Drugs marked with an asterisk (*) cost more to confirm than standard drugs.*

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
6473	Synthetic Marijuana (K2/Spice) - Standard Panel	\$18.00
8474	Synthetic Marijuana (K2/Spice) Urine Test - Premium Panel	\$37.50



Exhibit B
Pricing Schedule
El Dorado County Probation
2025 Renewal

LABORATORY SUPPLEMENTARY SERVICES

Problematic Specimen and Additional Service Charges

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$10.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	\$100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$10.00
STAT	STAT Testing (Priority)	\$150.00
FEDEX	Short Shipment - Less than Five (5) Specimens Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service.	\$25.00

Court Support / Expert Witness Services (RTL)

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
AFFD	Affidavits	\$125.00
INTP	Letter of Interpretation	\$125.00
CORT	Telephonic or Webinar Court Testimony, including preparation and travel time	\$250 per hour
	In-Person Court Testimony	\$800 per day + travel
	Expert Witness Prep Time	\$150 per hour
LPCK	Litigation Package	\$150.00

COLLECTION & SHIPPING SUPPLIES

RTL provides all necessary urine specimen collection and shipping supplies to its clients at no additional cost. For urine testing, these supplies include:

- Urine specimen collection containers: wide-mouth beaker with 45mL flip-top vial or 90mL bottles with lids and built-in temperature strips.
- Electronic Test Requisition forms
- Specimen baggies with absorbent material
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes.

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis, FOB Shipping Point.



Exhibit B
Pricing Schedule
El Dorado County Probation
2025 Renewal

RAPID ON-SITE TEST DEVICES - URINE DIPS

Panel-Dip Test Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0119	6	PANEL DIP 06 BZO300, COC300, MAMP1000, MOP300, OXY100, THC50	\$2.25	\$56.25

RAPID ON-SITE TEST DEVICES - URINE CUPS

ICup Integrated Test Cup Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
ABTDUAF112703C	12	IScreen 12 Panel Emerging Drug Cup - LSD 10ng/ml, Ketamine 100ng/ml, Psilocybin 500ng/ml, Kratom 2000 ng/ml, Tianeptine 1000 ng/ml, Xylazine 500ng/ml, DMT 1000 ng/ml, Gabapentin 2000 ng/ml, Nitazene 2000 ng/ml, Fentanyl 1 ng/ml, MDPV 300ng/ml, K2 30 ng/ml (Oxidants, Creatinine, pH)	\$10.00	\$250.00

Round-Cup Test Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0016 / ABTD0AF114701A	14	Round Cup 14 AMP1000/BUP10/BZO300/COC300/ETG500/FTY20/K2/MAMP1000/ MDMA500/ MOP300/MTD300/OXY100/THC50/TRA200 - FFUO**	\$7.25	\$181.25

COLLECTION SUPPLIES

Collection Supplies

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE
GD5334T1	N/A	90 mL bottle	\$0.00
Q133	N/A	6.5 oz/ Graduated Beaker	\$0.00
Q31258	N/A	Temperature Strip	\$0.00
AB001	N/A	Double Pouch Bags	\$0.00

Device Order Shipping & Handling: Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Shipping Point.

****Forensic Use Only (FFUO)** devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.

REDWOOD TOXICOLOGY LABORATORY, INC.
Exhibit C
California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES X NO
If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES X NO
If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

10/21/2025
Date

Redwood Toxicology Laboratory, Inc.
Type or write name of company

Mary Tardel
Signature of authorized individual

Mary Tardel
Type or write name of authorized individual