

ORIGINAL

AGREEMENT FOR SERVICES #511- S0811 AMENDMENT II

This Amendment II to that Agreement for Services #511-S0811, 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 94503; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined it is necessary to obtain a Consultant to provide 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 #511-S0811, dated March 9, 2008, and incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE II – Term**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE III – COMPENSATION FOR SERVICES**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #511-S0811 shall be amended a second time as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel and equipment necessary to provide 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, Revised" incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This second Amendment shall become effective upon final execution by both parties hereto and shall cover the period of March 9, 2009 through March 8, 2011.

ARTICLE III

Compensation for Services: This Agreement, as amended a second time, 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 invoices(s) identifying services rendered. Consultant shall invoice requesting departments individually. For the purposes of this agreement, the billing rates shall be in accordance with Exhibit "B" marked "Pricing Schedule, Revised 03/09/09" incorporated herein and made by reference a part hereof. County reserves the right to amend Exhibit "B" Pricing Schedule by giving notice in accordance with **ARTICLE III, Notice to Parties**. Total amount of this Agreement shall not exceed \$220,000.00 for the three year term.

Except as herein amended, all other parts and sections of that Agreement #511-S0811, Amendment I, shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: *Doreen Klimovich* Dated: *1/30/09*
Doreen Klimovich
Fiscal Administrative Manager
Probation Department

By: *Mary Pierce* Dated: *2/3/09*
Mary Pierce
Fiscal Administrative Manager
Sheriff's Office

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Joseph S. Warchol, II Dated: 1-30-09
Joseph S. Warchol, II
Chief Probation Officer
Probation Department

By: Jeff Neves Dated: 2/3/09
Jeff Neves
Sheriff
Sheriff's Office

IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #511-S0811 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:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors**

By: _____
Deputy Clerk

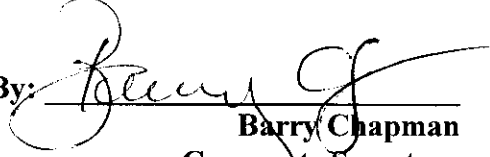
Dated: _____

-- CONTRACTOR --

Dated: 1/28/09

REDWOOD TOXICOLOGY LABORATORY, INC.
A CALIFORNIA CORPORATION

By: 
Albert Berger, General Manager
"Consultant"

By: 
Barry Chapman
Corporate Secretary

Dated: 1/28/09

EXHIBIT "A" Revised 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. 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. A paper copy of each transmittal shall be available by regular mail upon request of County.

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.

Consultant shall provide test results via a secure access internet website for the perusal of County.

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 FedEx/UPS.

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 FedEx/UPS 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.

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.

Routine Screen I (P08) \$5.00 / specimen

Amphetamines
Barbiturates
Benzodiazepines
Cocaine
Opiates
THC
Alcohol

Routine Screen II (P77) \$5.00 / specimen

Amphetamines
Barbiturates
Benzodiazepines
Cocaine
Opiates
PCP
THC
Alcohol

Ten Drug Lab Panel (R57) \$6.00 / specimen

Amphetamines
Barbiturates
Benzodiazepines
Cocaine
Methadone
Opiates
PCP
Propoxyphene
THC
Alcohol

Comprehensive Screen (H03) \$ 10.00 / specimen

Amphetamines
Barbiturates
Benzodiazepines
Cocaine
Methadone
Methaqualone
Opiates
PCP
Propoxyphene
THC
Alcohol

One Drug Screen \$ 1.75 / specimen

Two Drug Screen \$ 3.00 / specimen

Redwood Toxicology Laboratory, Inc.
EXHIBIT B – Pricing Schedule, Revised 3/09/09

Three Drug Screen	<u>\$ 3.25 / specimen</u>
Four Drug Screen	<u>\$ 3.50 / specimen</u>
Five Drug Screen	<u>\$ 3.75 / specimen</u>
Six Drug Screen	<u>\$ 4.00 / specimen</u>

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).

Other Laboratory Urine Drug Tests:

EtG Testing	<u>\$17.00 / specimen</u>
Oxycodone (098)	<u>\$ 5.00 / specimen</u>
GHB (Gamma Hydroxybutylic Acid)	<u>\$50.00 / specimen</u>
Fentanyl	<u>\$50.00 / specimen</u>
Steroid Test Panel	<u>\$55.00 / specimen</u>
Thin Layer Chromatography – TLC (240)	<u>\$11.00 / specimen</u>

Special Service Fees:

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

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.

Redwood Toxicology Laboratory, Inc.
EXHIBIT B – Pricing Schedule, Revised 3/09/09

- 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 FedEx/UPS 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.

Redwood Toxicology Laboratory, Inc.
EXHIBIT B – Pricing Schedule, Revised 3/09/09

Instant On-Site Screening Devices

PANEL-DIP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 0018	1	AMPHETAMINES (AMP)	\$0.60	\$15.00
01 102 0002	1	METHAMPHETAMINES (MAMP)	\$0.60	\$15.00
01 102 0019	1	BARBITURATES (BAR)	\$0.60	\$15.00
01 102 1955	1	BUPRENORPHINE (BUP)	\$0.60	\$15.00
01 102 0022	1	BENZODIAZEPINES (BZO)	\$0.60	\$15.00
01 102 0001	1	COCAINE (COC)	\$0.60	\$15.00
01 102 0020	1	METHADONE (MTD)	\$0.60	\$15.00
01 102 0036	1	MDMA (Ecstasy)	\$0.60	\$15.00
01 102 0003	1	OPIATES(300) (OPI)	\$0.60	\$15.00
01 102 0037	1	OXYCODONE (OXY)	\$0.60	\$15.00
01 102 0023	1	TRICYCLIC ANTIDEPRESSANTS (TCA)	\$0.60	\$15.00
01 102 0004	1	MARIJUANA (THC)	\$0.60	\$15.00
01 102 0021	1	PHENCYCLIDINE (PCP)	\$0.60	\$15.00
01 102 0007	2	COC/MAMP	\$1.20	\$30.00
01 102 0005	2	COC/OPI(300)	\$1.20	\$30.00
01 102 0006	2	COC/THC	\$1.20	\$30.00
01 102 0008	2	MAMP/THC	\$1.20	\$30.00
01 102 0030	2	MAMP/ OPI(300)	\$1.20	\$30.00
01 102 0009	3	COC/ MAMP/ THC	\$1.50	\$37.50
01 102 0010	3	COC/ OPI(300)/ THC	\$1.50	\$37.50
01 102 0011	3	MAMP/ OPI(300)/ THC	\$1.50	\$37.50
01 102 0014	3	COC/ MAMP/ OPI(300)	\$1.50	\$37.50
01 102 0012	4	COC/ MAMP/ OPI(300)/ THC	\$1.75	\$43.75
01 102 0032	4	AMP/ COC/ OPI(300)/ THC	\$1.75	\$43.75
01 102 0015	5	BZO/ COC/ MAMP/ OPI(300)/ THC	\$2.00	\$50.00
01 102 0013	5	COC/ MAMP/ OPI(300)/ PCP/ THC	\$2.00	\$50.00
01 102 0033	5	AMP/ COC/ OPI(300)/ PCP/ THC	\$2.00	\$50.00
01 102 0034	5	AMP/ COC/ MAMP/ OPI(300)/ THC	\$2.00	\$50.00
01 102 0016	6	BZO/ COC/ MAMP/ OPI(300)/ PCP/ THC	\$2.50	\$62.50
01 102 0017	6	BZO/ COC/ MAMP/ MTD/ OPI(300)/ THC	\$2.50	\$62.50
01 102 0024	6	BAR/ BZO/ COC/ MAMP/ OPI(300)/ THC	\$2.50	\$62.50
01 102 0119	6	MAMP/ COC/ OPI(300)/ THC/ OXY/ BZO	\$2.50	\$62.50
01 102 0035	7	AMP/ BZO/ COC/ OPI(300)/ PCP/ TCA/ THC	\$3.00	\$75.00
01 102 0025	10	AMP/ BAR/ BZO/ COC/ MAMP/ MTD/ OPI(300)/ PCP/ TCA/ THC	\$4.00	\$100.00
01 102 0138	10	MAMP/ COC/ THC/ BZO/ MTD/ BAR/ MDMA/ OPI(300)/ PCP/ OXY	\$4.00	\$100.00
01 102 1957	12	COC/ AMP/ M-AMP/ THC/ MTD/ MDMA/ OPI(300)/OXY/ PPX/ PCP/ BAR/ BZO	\$5.00	\$125.00

Redwood Toxicology Laboratory, Inc.
EXHIBIT B – Pricing Schedule, Revised 3/09/09

REDICUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 0026	4	COC/ MAMP/ OPI(300)/ THC	\$3.00	\$75.00
01 102 0027	5	BZO/ COC/ MAMP/ OPI(300)/ THC	\$3.50	\$87.50
01 102 0028	5	COC/ MAMP/ OPI(300)/ PCP/ THC	\$3.50	\$87.50
01 102 0029	6	BZO/ COC/ MAMP/ OPI(300)/ PCP/ THC	\$4.00	\$100.00
01 102 0135	6	MAMP/ COC/ THC/ AMP/ OPI(2000)/ BZO	\$4.00	\$100.00
01 102 0058	10	AMP/ BAR/ BZO/ COC/ MAMP/ MTD/ OPI(2000)/ PCP/ TCA/ THC	\$5.00	\$125.00
01 102 0059	10	AMP/ BAR/ BZO/ COC/ MAMP/ MTD/ OPI(300)/ PCP/ TCA/ THC	\$5.00	\$125.00
01 102 0137	10	MAMP/COC/THC/BZO/MTD/BAR/MDMA/OPI(300)/PCP/OXY	\$5.00	\$125.00

INTEGRATED CUPS SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 0114	4	COC/ MAMP/ OPI(2000)/ THC	\$3.00	\$75.00
01 102 0120	5	AMP/ COC/ OPI(2000)/ PCP/ THC	\$3.50	\$87.50
01 102 0117	5	COC/ MAMP/ MORPHINE (300)/ PCP/ THC	\$3.50	\$87.50
01 102 0126	5	AMP/ COC/ MAMP/ OPI(2000)/ THC (WITH ADULTERATION STRIPS)	\$4.00	\$100.00
01 102 0115	6	AMP/ BZO/ COC/ MAMP/ OPI (2000)/ THC	\$4.00	\$100.00

ORAL FLUID/BREATH PRODUCTS

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 1961	6	ON-SITE ORAL DRUGS OF ABUSE - AMP/ COC/ MAMP/ OPI/ PCP/ THC	\$5.00	\$125.00
01 362 0001	1	INSTANT ALCOHOL SALIVA - Detects 0.02%, 0.08%, 0.30% SAC	\$0.89	\$22.25
01 215 0004	1	BREATH ALCOHOL - 0.02% CUTOFF	\$2.25	\$56.25

ADULTERATION

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 1910	7	ONE-STEP VALIDITY TEST (Seven Parameter)	\$0.85	\$21.25

REDITEST CASSETTE

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 0166	6	AMP/ COC/ MAMP/ OPI(2000)/ PCP/ THC - CLIA WAIVED	\$3.35	\$83.75

REDISMOKE

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 0140	1	COTININE (NICOTINE) (200 ng/mL)	\$1.25	\$31.25

ORIGINAL

AGREEMENT FOR SERVICES #511- S0811 AMENDMENT I

This Amendment I to that Agreement for Services #511-S0811, 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 94503; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined it is necessary to obtain a Consultant to provide 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 #511-S0811, dated 03/09/08, and incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE III - COMPENSATION FOR SERVICES**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XIII - Notices to Parties**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #511-S0811 shall be amended a first time as follows:

ARTICLE III

Compensation for Services: This Agreement, as amended, 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 invoices(s) identifying services rendered. Consultant shall invoice requesting departments individually. For the purposes of this agreement, the billing rates shall be in accordance with **Exhibit "B,"** marked "**Pricing Schedule, Revised,**" incorporated herein and made by reference a part hereof. **Exhibit "B,"** marked "**Pricing Schedule, Revised**" shall cover the entire term of the original agreement. Total amount of this Agreement shall not exceed \$70,000.00.

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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 addressed as follows:

COUNTY OF EL DORADO
PROBATION DEPARTMENT
3974 DUROCK ROAD, SUITE 205
SHINGLE SPRINGS, CA 95682
ATTN: DOREEN KLIMOVICH

and

COUNTY OF EL DORADO
SHERIFF'S OFFICE
300 FAIR LANE
PLACERVILLE, CA 95667
ATTN: MARY PIERCE

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT


Notices to Contractor shall be addressed as follows:


REDWOOD TOXICOLOGY LABORATORY, INC.
3650 WESTWIND BLVD.
SANTA ROSA, CA 95403
ATTN: CADI MAZZANTI, GOVERNMENT SALES SPECIALIST

or to such other location as the Contractor directs.


Except as herein amended, all other parts and sections of that Agreement #511-S0811 shall remain unchanged and in full force and effect.


REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 5/13/08
Doreen Klimovich
Fiscal Administrative Manager
Probation Department

By:  Dated: 5/15/08
Mary Pierce
Fiscal Administrative Manager
Sheriff's Office


REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 5-13-08
Joseph S. Warchol, II
Chief Probation Officer
Probation Department

By:  Dated: 5/16/08
Jeff Naves
Sheriff
Sheriff's Office

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #511-S0811 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

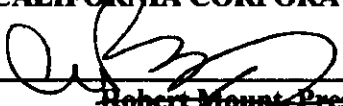

-- COUNTY OF EL DORADO --

Dated: 6/3/08
By: 
Rusty Dupray, Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By:  Dated: 6/3/08
Deputy Clerk

-- CONTRACTOR --

Dated: May 29, 2008
REDWOOD TOXICOLOGY LABORATORY, INC.
A CALIFORNIA CORPORATION
By:  Robert Mount, President
Albert Berger, General Manager "Consultant"
By:  Corporate Secretary

Dated: May 29, 2008

COPY
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AGREEMENT FOR SERVICES #511-S0811

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 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 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, 2008 through March 8, 2009.

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 \$50,000.00.

ARTICLE IV

HIPAA Compliance: As a condition of Consultant performing services for the County of El Dorado, Consultant shall execute that Business Associate Agreement which is attached hereto as Exhibit "C", which is incorporated herein for all intents and purposes.

ARTICLE V

Confidentiality: All data, together with any knowledge otherwise acquired by Consultant during the performance of services provided pursuant to this Agreement, shall be treated by Consultant and Consultant's staff as confidential information. Consultant shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Consultant shall maintain the security and confidentiality of such PHI as required by applicable State and Federal laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE VI

Confidentiality of Data: All data and information relative to the County operations, which is designated confidential by the County and made available to the Consultant in order to carry out this Agreement shall be protected by the Consultant from unauthorized use and disclosure.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasions.

The Consultant shall not comment publicly to the press or any media regarding this Agreement or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County's written permission.

ARTICLE VII

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 VIII

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 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 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 subConsultants, 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 XI

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 XII

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. 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.

- 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 upon seven (7) calendar days written notice by County without cause. 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.

ARTICLE XIII

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 HOFSSOMMER

and

COUNTY OF EL DORADO
SHERIFF'S OFFICE
300 FAIR LANE
PLACERVILLE, CA 95667
ATTN: MARY PIERCE

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667

or to such other location as the County directs.

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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 XIV

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, subConsultant(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 XV

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.
- 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.
- 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 Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

- 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 the 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 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 Risk Management, as essential for the protection of the County.

ARTICLE XVI

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 XVII

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 XVIII

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 XIX

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 XX

County Business License: 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 Code Section 5.08.070.

ARTICLE XXI

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

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

ARTICLE XXII

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 XXIII

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 XXIV

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.

ARTICLE XXV

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.

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REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: *Doreen Klimovich* Dated: 1/15/08
Doreen Klimovich
Fiscal Administration Manager
Probation Department

By: *Mary Pierce* Dated: 1/30/08
Mary Pierce
Fiscal Administration Manager
Sheriff's Office

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: *Joseph S. Warchol, II* Dated: 1-15-08
Joseph S. Warchol, II
Chief Probation Officer
Probation Department

By: *Jeff Neyes* Dated: 1/30/08
Jeff Neyes
Sheriff

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: 2/27/08

By: Bonnie H. Rich
Bonnie H. Rich, Purchasing Agent
Chief Administrative Office
"County"

-- CONSULTANT --

Dated: _____

REDWOOD TOXICOLOGY LABORATORY, INC.,
A CALIFORNIA CORPORATION

By: Robert Mount
Robert Mount, President
"Consultant"

By: [Signature]
Corporate Secretary

Dated: 2/14/08

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. 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. A paper copy of each transmittal shall be available by regular mail upon request of County.

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.

Consultant shall provide test results via a secure access internet website for the perusal of County.

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 DHL.

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 DHL 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.

**Redwood Toxicology Laboratory, Inc.
EXHIBIT B - Pricing Schedule - REVISED**

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.

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

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).

Redwood Toxicology Laboratory, Inc.
EXHIBIT B - Pricing Schedule -
REVISED

Other Laboratory Urine Drug Tests:

EtG (647)	<u>\$19.95 / specimen</u>
Oxycodone (098)	<u>\$5.00 / specimen</u>
GHB (Gamma Hydroxybutylic Acid)	<u>\$50.00 / specimen</u>
Fentanyl	<u>\$50.00 / specimen</u>
Steroid Test Panel	<u>\$65.00 / specimen</u>
Thin Layer Chromatography – TLC (240)	<u>\$11.00 / specimen</u>

Special Service Fees:

Split Specimen Handling Fee **\$25.00 / specimen**

Litigation Package **\$ No Charge**
(Includes written affidavit and/or telephonic testimony)

Expert Witness Fees **\$ 350.00**
(per appearance, plus travel expenses)

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.

Redwood Toxicology Laboratory, Inc.
EXHIBIT B - Pricing Schedule -
REVISED

PANEL-DIP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 0018	1	AMPHETAMINES (AMP)	\$0.60	\$15.00
01 102 0002	1	METHAMPHETAMINES (MAMP)	\$0.60	\$15.00
01 102 0019	1	BARBITURATES (BAR)	\$0.60	\$15.00
01 102 1955	1	BUPRENORPHINE (BUP)	\$0.60	\$15.00
01 102 0022	1	BENZODIAZEPINES (BZO)	\$0.60	\$15.00
01 102 0001	1	COCAINE (COC)	\$0.60	\$15.00
01 102 0020	1	METHADONE (MTD)	\$0.60	\$15.00
01 102 0036	1	MDMA (Ecstasy)	\$0.60	\$15.00
01 102 0003	1	OPIATES(300) (OPI)	\$0.60	\$15.00
01 102 0037	1	OXYCODONE (OXY)	\$0.60	\$15.00
01 102 0023	1	TRICYCLIC ANTIDEPRESSANTS (TCA)	\$0.60	\$15.00
01 102 0004	1	MARIJUANA (THC)	\$0.60	\$15.00
01 102 0021	1	PHENCYCLIDINE (PCP)	\$0.60	\$15.00
01 102 0007	2	COC/MAMP	\$1.20	\$30.00
01 102 0005	2	COC/OPI(300)	\$1.20	\$30.00
01 102 0006	2	COC/THC	\$1.20	\$30.00
01 102 0008	2	MAMP/THC	\$1.20	\$30.00
01 102 0030	2	MAMP/ OPI(300)	\$1.20	\$30.00
01 102 0009	3	COC/ MAMP/ THC	\$1.50	\$37.50
01 102 0010	3	COC/ OPI(300)/ THC	\$1.50	\$37.50
01 102 0011	3	MAMP/ OPI(300)/ THC	\$1.50	\$37.50
01 102 0014	3	COC/ MAMP/ OPI(300)	\$1.50	\$37.50
01 102 0012	4	COC/ MAMP/ OPI(300)/ THC	\$1.75	\$43.75
01 102 0032	4	AMP/ COC/ OPI(300)/ THC	\$1.75	\$43.75
01 102 0015	5	BZO/ COC/ MAMP/ OPI(300)/ THC	\$2.00	\$50.00
01 102 0013	5	COC/ MAMP/ OPI(300)/ PCP/ THC	\$2.00	\$50.00
01 102 0033	5	AMP/ COC/ OPI(300)/ PCP/ THC	\$2.00	\$50.00
01 102 0034	5	AMP/ COC/ MAMP/ OPI(300)/ THC	\$2.00	\$50.00
01 102 0016	6	BZO/ COC/ MAMP/ OPI(300)/ PCP/ THC	\$2.50	\$62.50
01 102 0017	6	BZO/ COC/ MAMP/ MTD/ OPI(300)/ THC	\$2.50	\$62.50
01 102 0024	6	BAR/ BZO/ COC/ MAMP/ OPI(300)/ THC	\$2.50	\$62.50
01 102 0119	6	MAMP/ COC/ OPI(300)/ THC/ OXY/ BZO	\$2.50	\$62.50
01 102 0035	7	AMP/ BZO/ COC/ OPI(300)/ PCP/ TCA/ THC	\$3.00	\$75.00
01 102 0025	10	AMP/ BAR/ BZO/ COC/ MAMP/ MTD/ OPI(300)/ PCP/ TCA/ THC	\$4.00	\$100.00
01 102 0138	10	MAMP/ COC/ THC/ BZO/ MTD/ BAR/ MDMA/ OPI(300)/ PCP/ OXY	\$4.00	\$100.00
01 102 1957	12	COC/ AMP/ M-AMP/ THC/ MTD/ MDMA/ OPI(300)/ OXY/ PPX/ PCP/ BAR/ BZO	\$5.00	\$125.00

Redwood Toxicology Laboratory, Inc.
EXHIBIT B - Pricing Schedule -
REVISED

REDICUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 0026	4	COC/ MAMP/ OPI(300)/ THC	\$3.00	\$75.00
01 102 0027	5	BZO/ COC/ MAMP/ OPI(300)/ THC	\$3.50	\$87.50
01 102 0028	5	COC/ MAMP/ OPI(300)/ PCP/ THC	\$3.50	\$87.50
01 102 0134	5	MAMP/ COC/ THC/ AMP/ OPI(2000)	\$3.50	\$87.50
01 102 0029	6	BZO/ COC/ MAMP/ OPI(300)/ PCP/ THC	\$4.00	\$100.00
01 102 0135	6	MAMP/ COC/ THC/ AMP/ OPI(2000)/ BZO	\$4.00	\$100.00
01 102 0136	6	AMP/ COC/ THC/ MAMP/ OPI(2000)/ PCP	\$4.00	\$100.00
01 102 0058	10	AMP/ BAR/ BZO/ COC/ MAMP/ MTD/ OPI(2000)/ PCP/ TCA/ THC	\$5.00	\$125.00
01 102 0059	10	AMP/ BAR/ BZO/ COC/ MAMP/ MTD/ OPI(300)/ PCP/ TCA/ THC	\$5.00	\$125.00
01 102 0137	10	MAMP/COC/THC/BZO/MTD/BAR/MDMA/OPI(300)/PCP/OXY	\$5.00	\$125.00

INTEGRATED CUPS SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 0114	4	COC/ MAMP/ OPI(2000)/ THC	\$3.00	\$75.00
01 102 0120	5	AMP/ COC/ OPI(2000)/ PCP/ THC	\$3.50	\$87.50
01 102 0117	5	COC/ MAMP/ MORPHINE (300)/ PCP/ THC	\$3.50	\$87.50
01 102 0126	5	AMP/ COC/ MAMP/ OPI(2000)/ THC (w/Adulterant Strips)	\$4.00	\$100.00
01 102 0115	6	AMP/ BZO/ COC/ MAMP/ OPI (2000)/ THC	\$4.00	\$100.00

ORAL FLUID/BREATH PRODUCTS

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 1961	6	ON-SITE ORAL DRUGS OF ABUSE - AMP/ COC/ MAMP/ OPI/ PCP/ THC	\$5.00	\$125.00
01 362 0001	1	INSTANT ALCOHOL SALIVA - Detects 0.02%, 0.08%, 0.30% SAC	\$0.89	\$22.25
01 215 0004	1	BREATH ALCOHOL - 0.02% CUTOFF	\$2.25	\$56.25

ADULTERATION

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 1910	7	ONE-STEP VALIDITY TEST (Seven Parameter)	\$0.85	\$21.25

REDITEST CASSETTE

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 0166	6	AMP/ COC/ MAMP/ OPI(2000)/ PCP/ THC - CLIA WAIVED	\$3.35	\$83.75

REDISMOKE

PART NUMBER	DRUG(S)	CONFIGURATION	UNIT PRICE	BOX PRICE (25/BOX)
01 102 0140	1	COTININE (NICOTINE) (200 ng/mL)	\$1.25	\$31.25

EXHIBIT "C"
HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, the parties agree that any disclosure or use of PHI or EPHI be in compliance with the Privacy and Security Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. **Scope of Use and Disclosure by Contractor of County Disclosed PHI**
 - A. Contractor shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
 - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:
 - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any

legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:

- (a) The disclosure is Required by Law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
- D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.

- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
 - H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or "pings".
 - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
 - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
 - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
 - F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.

- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it make it's best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the Contractor, the County shall either:
 - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor.

Contractor shall retain no copies of the PHI.

- (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such


interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts - any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

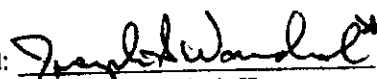
Consultant:

Dated: 2/19/08

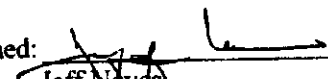
Signed: 
Robert Mount *Albert Berger*
President
Redwood Toxicology Laboratory, Inc.

County of El Dorado:

Dated: 2-22-08

Signed: 
Joseph S. Warchol, II
Chief Probation Officer

Dated: 2/22/08

Signed: 
Jeff Noves
Sheriff