### Contract with Valley Toxicology Service, Inc. (Valley Toxicology) for Forensic Toxicology Services

**Subject:** Contract with Valley Toxicology Service, Inc. (Valley Toxicology) for Forensic Toxicology Services

**Department:** District Attorney's Office

**Contact:** Michael L. Ramsey  
**Phone:** 530.538.7411

**Meeting Date Requested:** June 25, 2019

**Regular Agenda**

#### Department Summary:

Valley Toxicology is a provider of forensic alcohol and drug toxicology specimen collection, testing, reporting, and court testimony. Forensic toxicology testing for criminal evidence purposes must meet the requirements of Title 17 of the California Code of Regulations. Valley Toxicology meets the licensing requirements of the State regulations. The Department contracts with Valley Toxicology to pick up evidence specimens directly from law enforcement agencies in the County, calibrate testing equipment including five intoxilyzers and 94 preliminary alcohol sensor devices, provide specimen testing analysis and results for breath, blood and solid dosage controlled substances, and provide expert witness testimony associated with the test results. This includes a monthly average of 35 driving under the influence (DUI) blood tests, 42 DUI breathalyzer tests, and 14 drug tests.

The Department recommends entering into a contract with Valley Toxicology for forensic toxicology services. The term of the contract is July 1, 2019 through June 30, 2020, not-to-exceed $94,000.

#### Fiscal Impact:

Restricted use funds cover the cost of the contract.

#### Personnel Impact:

None.

#### Action Requested:

Approve contract and authorize the Chair to sign.

**Administrative Office Review:** Andy Pickett, Deputy Chief Administrative Officer

Revised: April, 2019
Valley Toxicology Service, Inc.

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

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<td>County Department</td>
<td>District Attorney</td>
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<tr>
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<td>Fixed Price</td>
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CONTRACTOR Contact Information
- CONTRACTOR: Valley Toxicology Service, Inc.
- Address: P.O. Box 427, 2401 Port St.
- City, State & ZIP: West Sacramento, CA 95691
- Telephone: (800) 521-0372, (916) 371-5440
- Email: jonknapp@valtox.com

COUNTY Contact Information
- Project Manager: Mark Murphy
- Address: 25 County Center Drive, Suite 245
- City, State & ZIP: Oroville, CA 95965-3370
- Telephone: (530) 538-7441
- Email: mmurphy@buttecounty.net

WHEREAS, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:
- Attachment I – Terms and Conditions (including Exhibit "A")
- Attachment II – Insurance Requirements for Professional Services Contract
- Attachment VI – Professional Credentials
- Attachment III – Scope of Work including Exhibit "B" Request for Toxicology Services
- Attachment V – Fee Schedule

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Standard Insurance Requirements."

Michael L. Ramsey
Typed or Printed Name

Signature

Date: 5/30/19

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

By
Steve Lambert
Date
Chair, Board of Supervisors

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

CONTRACTOR

By
Jon Knapp
Date
Valley Toxicology Service, Inc.

REVIEWED AS TO FORM
BRUCE S. ALPERT
BUTTE COUNTY COUNSEL

By
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.

3. **County Project Manager.** The COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
   
   a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

   b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.

   c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.

   d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the
CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a “PDA”) may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the COUNTY or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.

9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY’s funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.

10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments’ personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.

11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR’s agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.

14. **Contractor’s Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR’s work by COUNTY shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.

15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

16. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:

   a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
   b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
   c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
   e. Domestic Partners – Public Contract Code 10295.3.
   f. ADA 1990 42 USC 12101 et seq.

18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY.
The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR’S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

   a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit “A” hereto attached. Exhibit “A” is hereby made part of this contract by it reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).

   b. CONTRACTOR understands and will adhere to the COUNTY’s policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

      Director of Human Resources  
      3 County Center Drive  
      Oroville, CA 95966

   c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Butte in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.

23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the County of Butte and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.

24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.

25. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.

26. **Entirety of Agreement.** This contract inclusive of all Attachments herein in stipulated and made part of the contract constitutes the entire agreement between these parties.
EXHIBIT “A”
Acknowledgement of OTHER COUNTY Contracts

List any and all contracts that you have with COUNTY agencies. If none, you must stipulate “none.” This cannot be left blank or omitted from the contract.

NONE
ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) **Automobile Liability:** ISO’s Commercial Automobile Liability coverage form CA 00 01.

   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

   2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage.

3) **Workers’ Compensation Insurance:** As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease.  (Not required if Contractor provides written verification he or she has no employees.)

4) **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor’s profession, with limits no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form 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 and volunteers shall be excess of Contractors insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to the County for review.
ATTACHMENT VI
PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

Professional Degrees:
BA in Biology, Minor in Chemistry
MS in Entomology
CA teaching credential in Agriculture, General Science

Licenses:
Forensic Alcohol Supervisor (In accordance with the provisions of the regulations relating to forensic alcohol analysis in Title 17 of the California State Department of Health Services)

Certification:
Controlled Substance Registration Certificate for Analytical Lab issued by the U.S. Department of Justice Drug Enforcement Administration
ATTACHMENT III
Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

County has specialized needs in services provided by the Contractor in forensic toxicology testing and expert witness testimony.

Duties and obligations of the CONTRACTOR:

During the term of this agreement, Contractor shall perform, in a professional manner, all of those services in connection with the analysis of blood and urine for the presence of alcohol and/or drugs, maintenance of breath testing equipment for the presence of alcohol in accordance with Title 17 of the California Code of Regulations, the analysis of chemical substances for identification of solid dosage drugs, and expert testimony of test results, including breath samples, as necessary for evidence with respect to the use of alcohol and drugs, and the possession of solid dosage drugs. A properly licensed chemist from Contractor shall appear as necessary for jury or court trials of alcohol and/or drug related misdemeanor and felony violations. However, the County shall make every effort to introduce necessary evidence by stipulation or offer of proof at preliminary hearings so as to minimize the attendance of a representative of Contractor at those hearings. Contractor shall provide the County with appropriate curricula vitae of its chemists in order to facilitate said stipulations and offers of proof.

General Laboratory Requirements:

The Contractor laboratory and designated personnel shall have proper valid state licensing. Blood alcohol testing shall be conducted in accordance with Title 17 of the California Code of Regulations. Contractor shall have the proper equipment for quantitative analysis of alcohol in breath samples and body fluids. Contractor chemists performing analysis shall be properly licensed and shall be prepared to defend their results in court.

Pick Up Evidence Specimens:

A Contractor evidence technician/courier shall pick up evidence specimens, at least three (3) times a week, or as needed, at the following locations:
Butte County Sheriff’s Office; Gridley, Paradise, Oroville and Chico Police Departments; Chico and Oroville California Highway Patrol offices; BINTF office (Butte Interagency Narcotic Task Force); California State Parks office; and California State University, Chico Police office.

Report Alcohol Test Results:

Contractor shall provide results of forensic alcohol analysis on body fluids within five (5) working days following the pickup of specimens. Written reports from Contractor shall be provided to the submitting agency, with a copy to County. Copies of intoxilyzer logs shall be delivered to the County weekly. Contractor shall provide any and all supplies necessary for the collection of specimens.

Report Drug Test Results:

Contractor shall provide results of forensic drug analysis on body fluids within thirty (30) working days following the pickup of the specimens. Written reports from Contractor shall be provided to the submitting agency, with a copy to County.

Intoxilyzers:

Law enforcement agencies operating within Butte County will have use of intoxilyzers owned by the Contractor; five (5) units shall be located as follows: one (1) Butte County Jail; one (1) Chico P.D.; one (1) Gridley P.D.; one (1) Paradise P.D.; and one (1) Chico Highway Patrol. Contractor shall maintain and repair all units as needed. Contractor shall provide all supplies. Contractor shall also provide training for law enforcement personnel who will operate the intoxilyzer and shall maintain training records as required by
Title 17 of the California Code of Regulations. Upon receipt of notice of intoxilyzer failure, Contractor shall arrange for repairs, adjustments or replacement as required placing the equipment in normal working condition. This service shall take priority and shall be effectuated within twenty-four (24) hours of the first verbal or written notification to Contractor of equipment failure; provided however, that if the first verbal or written notice occurs on a weekend or legal holiday, arrangements shall be effectuated within twenty-four (24) hours of the first business day following receipt of the notice. Indications of abuse shall be noted and the County shall be notified by Contractor of indications of abuse prior to repair or replacement.

**Preliminary Alcohol Sensor (PAS) Devices**

Contractor agrees to maintain and accuracy test 94 PAS devices to the standards set forth in Title 17 California Code of Regulations for the following law enforcement agencies in Butte County: Oroville PD, Chico PD, Paradise PD, Gridley-Biggs PD, California State Parks, Chico and Oroville California Highway Patrol. Specifically, PAS devices are checked every 10 days or 150 subjects. The PAS devices are owned by the agencies, not Contractor. Contractor shall keep maintenance logs for all PAS devices. Copies of the maintenance logs shall be delivered to County to be given out in discovery to defense counsel.

**DA Felony Drug Samples**

Narcotic evidence shall be analyzed by Contractor when notified by telephone by County. Analysis is to be performed within 2 working days. Telephone is the only approved method of notification.

**Other Contractor Deliverables:**

Contractor shall provide all licenses, permits and bonds required by law to be held by it for the scope of work to be performed pursuant to this agreement. Contractor shall abide by any and all federal, state and local laws, regulations, rules and standard business practices affecting said work.

**Supplies, Storage and Disposal:**

All supplies necessary for the business of this agreement are the responsibility of Contractor. Contractor shall maintain sufficient, secure storage space for all sample specimens for up to two (2) years. Contractor is required to dispose of blood and urine samples at its own expense to a qualified bio-hazardous materials certified firm.

**Required Format for Monthly Billing:**

Contractor shall use the billing format provided by County. Should Contractor desire to use an alternate billing format, it must be pre-approved by County. The billing format designed by County provides an efficient means to review the invoice for payment approval, for data collection and management reports. Contractor billing should have completed information on each test billed. The Contractor Invoice should be free of errors and/or duplicative billing. Contractor Invoice will be rejected if it is not in the required format; if billing information is incomplete and if the billing includes errors or duplicative billing.

**Request for Toxicology Services:**

In accordance with this agreement, Contractor is required to utilize the form Exhibit “B” Request for Toxicology Services attached hereto and by this reference incorporated herein. The County will provide Contractor with a template of the form. Contractor shall make copies as needed. A completed copy of the Request for Toxicology Services shall be attached to the monthly billing from Contractor for every test billed. Any revisions to Exhibit “B” by Contractor shall be approved first by County. Contractor shall ensure County letterhead is used only for Exhibit “B” entitled “Request for Toxicology Services”.

**Contractor Compensation:**

Contractor compensation for this agreement is according to Attachment V Fee Schedule attached hereto and by this reference incorporated herein. Only those items listed on Attachment V are allowed billables under this agreement. Contractor shall render invoices monthly for services provided pursuant to the agreement and fee schedule. The invoice shall include an itemized statement setting forth the defendants
name, requesting agency, agency #, date received, screen type, sample type, test date and price. County will make every attempt to pay Contractor within 30 days from receipt of Contractor billing. Contractor shall send claims by USPS or via e-mail to: jmcdonald@buttecounty.net

Butte County District Attorney’s Office
Attn: Accounts Payable
25 County Center Drive, Suite 245
Oroville, CA 95965-3370

The maximum contract amount for the term of this Agreement shall not exceed Ninety-Four Thousand Dollars ($94,000.00) in funds.

**Availability of funds:**

Payments for all services provided pursuant to this Agreement, are contingent upon the availability of County, State, and matching Federal funds. Upon notification that funds are no longer available for this Agreement, the County may elect to terminate this Agreement upon notification to the Contractor. In such occurrence, the County is not obligated to provide alternate sources of funding to continue this Agreement. The County will reimburse approved services provided by the Contractor prior to notification, after notification and unless authorized by the County no additional services may be provided or will be reimbursed.

**Contractor Compliance:**

Contractor shall exercise due diligence in the performance of all aspects of this agreement. Contractor shall receive written notice for any errors or omissions found by County in the performance of any element of this agreement and said errors or omissions shall be reviewed by County on a case by case basis for determination of corrective action or penalty assessment.

**Termination:**

This Contract may be terminated by either the COUNTY or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
## ATTACHMENT V
### FEE SCHEDULE

### Alcohol Toxicology Forensic Testing

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blood, breath or urine sample testing</td>
<td>$35.00</td>
</tr>
<tr>
<td>Supplies for blood and urine sample collection</td>
<td>N/C</td>
</tr>
<tr>
<td>Routine evidence pick up at each agency</td>
<td>N/C</td>
</tr>
<tr>
<td>Testimony on alcohol testing</td>
<td>N/C</td>
</tr>
<tr>
<td>Supplies for 5 intoxilizers</td>
<td>N/C</td>
</tr>
<tr>
<td>Routine accuracy testing for 5 intoxilizers</td>
<td>N/C</td>
</tr>
<tr>
<td>Maintenance and repair of 5 intoxilizers</td>
<td>N/C</td>
</tr>
<tr>
<td>Repeat intoxilizer tests on arrestees for release purposes</td>
<td>N/C</td>
</tr>
<tr>
<td>Intoxilizer tests on work furlough participants</td>
<td>N/C</td>
</tr>
</tbody>
</table>

### Drug Toxicology Forensic Screen and Testing

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the charge is with driving under the influence and the alcohol test result was</td>
<td>$92.00</td>
</tr>
<tr>
<td>below .08 then Contractor will perform a drug screen if authorized, for an additional fee.</td>
<td></td>
</tr>
<tr>
<td>CHP cases charged with 11550 H&amp;S</td>
<td>$92.00</td>
</tr>
<tr>
<td>THC confirmation</td>
<td>$100.00</td>
</tr>
<tr>
<td>Benzodiazepine confirmation</td>
<td>$100.00</td>
</tr>
<tr>
<td>Other special drug tests as required by County DA not to exceed</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

### Preliminary Alcohol Sensor (PAS) Device Annual Per Unit Fee

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance and Testing of 94 units</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

### Professional Services Monthly Flat Fee (Retainer)

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covers any solid drug dosage testing/reporting</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Covers any court testimony</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT "B"

REQUEST FOR TOXICOLOGY SERVICES

SUBJECT'S NAME: ________________________________

REQUESTING AGENCY: ____________________________

AGENCY CASE#: _________________________________

OFFENSE: ______________________________________

SPECIMEN(S) SUBMITTED: BLOOD: ___ URINE: ___ DATE COLLECTED: ____

ANALYSIS REQUESTED:

   ___ ALCOHOL ONLY
   ___ DRUG SCREEN ONLY
   ___ ALCOHOL AND DRUG

PLEASE NOTE: IF BAC IS .08% OR GREATER, DETERMINED BY PAS OR INTOXILYZER, DO NOT REQUEST DRUG SCREEN UNLESS FELONY.

SPECIMENS SUBMITTED BY (NAME OF OFFICER): __________________________