

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

November 4, 2021

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AWARD CONTRACTS TO A POOL OF VENDORS FOR FORENSIC TOXICOLOGY TESTING SERVICES; MASTER CONTRACT NO. 902010; AMOUNT: \$1,530,000

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute Master Contract No. 902010 to provide forensic toxicology testing services to the Alameda County Sheriff's Office Coroner's Bureau and Criminalistics' Laboratory, for the term of 1/1/2022 – 12/31/2024, in the pooled amount of \$1,530,000, with the following contractors:

- A. National Medical Services, Inc. dba NMS Labs (Principal: Dan Monahan; Location: Horsham, Pennsylvania); Procurement Contract No. 22957; and
- B. Redwood Toxicology Laboratory, Inc. (Principal: Mary Tardel; Location: Santa Rosa); Procurement Contract No. 22958.

DISCUSSION/SUMMARY:

The Alameda County Sheriff's Office (ACSO) Coroner's Bureau requires forensic toxicology testing services in order to determine the cause, manner, and circumstances in some deaths. Toxicology testing services are performed to detect potential toxicants such as chemicals, drugs, and poisons in decedents through the testing and screening of appropriate bodily fluids (e.g., blood, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, and muscle) for the presence of illicit chemicals, drugs, or poisons.

The ACSO Criminalistics' Laboratory requires forensic toxicology testing services for law enforcement purposes, including identifying and quantitative analysis of drugs and alcohol from blood, urine, and evidence specimens.

SELECTION CRITERIA/PROCESS:

The ACSO Coroner's Bureau and Criminalistics' Laboratory have determined that Alameda County does not currently have the resources to provide forensic toxicology testing services.

The ACSO Coroner's Bureau and Criminalistics' Laboratory worked with General Services Agency–Procurement to develop a Request for Proposal (RFP), which was issued on June 17, 2021, posted on the website for 53 days, emailed to the Chambers of Commerce email group, and sent to the E-Gov Professional Services – Current Contract Opportunities mailing service. The RFP was also advertised in the Inter-City Express on June 21, 2021 and the Independent on June 24, 2021. A vendor outreach was conducted on June 23, 2021, followed by one networking/bidders conference on June 28, 2021, and was attended by five vendors.

On August 9, 2021, two bidders submitted responses to the RFP. All responses were evaluated and interviewed by the County Selection Committee. A maximum total of 550 evaluation points was available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Business (SLEB) vendors, for a total of 10%. The two responding bidders are being recommended for award.

Redwood Toxicology Laboratory, Inc. is not a certified SLEB and is subcontracting 20% of the contract with Accu-Logistics LLC (Principal: Blake White; Location: San Leandro; Certified Small: 10-00037; Expiration: 09/30/2022) to provide logistical support, sourcing, and fulfillment services. National Medical Services, Inc. dba NMS Labs is not a certified SLEB. However, due to the specialized nature of the services and the limited availability of providers, a SLEB waiver for National Medical Services, Inc. dba NMS Labs (SLEB Waiver No. 7782, valid through 12/31/2024) was granted by the Office of Acquisition Policy.

The following is the evaluation summary:

EVALUATION SUMMARY

<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Coroner's Bureau Evaluation Points</i>	<i>Criminalistics Laboratory Evaluation Points</i>
<i>Redwood Toxicology Laboratory, Inc.</i>	<i>Santa Rosa, CA</i>	<i>N</i>	<i>N</i>	<i>439</i>	<i>443</i>
<i>National Medical Services, Inc. dba NMS Labs</i>	<i>Horsham, PA</i>	<i>N</i>	<i>N</i>	<i>430</i>	<i>Vendor did not bid for this work</i>

FINANCING:

Appropriations for this contract are included in the ACSO Fiscal Year 2021-22 budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase in net County cost.

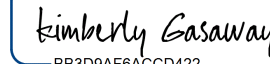
VISION 2026 GOAL:

The forensic toxicology services meet the 10X goal pathway of a **Crime Free County** in support of our shared vision of **Safe and Livable Communities**.

Respectfully submitted,

DocuSigned by:

F05B6DA11FD248A...
Gregory J. Ahern
Sheriff-Coroner

DocuSigned by:

BB3D9AF6ACCD422...
Kimberly Gasaway
Interim Director, General Services Agency

Attachment

WAH\YK\rp\I:\Board Letters\Purchasing\FY 2021-22\902010 Forensic Toxicology Services BL

cc: County Administrator
Auditor-Controller
County Counsel

CONTRACT SUMMARY
FORENSIC TOXICOLOGY TESTING SERVICES
MC No. 902010
January 1, 2022 – December 31, 2024

<i>Vendor</i>	<i>Location</i>	<i>Dollar Value of Contract Award</i>	<i>Local Participation</i>	<i>Small and Local Participation</i>	<i>Emerging and Local Participation</i>
			<i>Percentage</i>	<i>Percentage</i>	<i>Percentage</i>
<i>National Medical Services, Inc. dba NMS Labs Principal: Dan Monahan SLEB Waiver No: 7782 Expiration: 12/31/2024</i>	<i>200 Welsh Road Horsham, PA</i>	<i>Pool Amount of \$1,530,000</i>	<i>0%</i>	<i>0%</i>	<i>0%</i>
<i>Redwood Toxicology Laboratory, Inc Principal: Mary Tardel</i>	<i>3650 Westwind Blvd Santa Rosa, CA</i>		<i>20%</i>	<i>20%</i>	<i>0%</i>

<i>SLEB Subcontracting Information for Redwood Toxicology Laboratory, Inc</i>		
<i>Subcontractor</i>	<i>Location</i>	<i>SLEB Participation</i>
<i>Accu-Logistics LLC Principal: Blake White Certified Small: 10-00037 Expiration: 9/30/2022</i>	<i>2031 Burroughs Ave San Leandro, CA 94577</i>	<i>20%</i>

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: National Medical Services, Inc. dba NMS Labs DEPT #: 290341

TITLE/SERVICE: Forensic Toxicology Testing Services

DEPT. CONTACT: John Johnson PHONE: 510-382-3001

I. INFORMATION ABOUT THE CONTRACTOR	YES NO
--	---------------

- | | |
|--|---------|
| 1. Is the contractor a corporation or partnership? | (X) () |
| 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? | (X) () |
| 3. If the answer to BOTH questions is YES, provide the employer ID number here: <u>23-1731658</u>
No other questions need to be answered. Withholding is not required. | |
| 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required. | |
| 5. If the answer to question 2 is NO, continue to Section II. | |

II. RELATIONSHIP OF THE PARTIES	YES NO
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- | | |
|---|---------|
| 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? | () () |
| 2. Is the contractor restricted from performing similar services for other businesses while contractor is working for the County? | () () |
| 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? | () () |

4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES NO**

1. Is the contractor being hired for a period of time rather than for a specific project? () ()
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()


IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS **YES NO**

1. Will the agreement be with an individual who does not have an outside practice? () ()
2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()
3. Will the County provide more than 20% of the contractor's income? () ()
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

DocuSigned by:

C3AE15E1989A49E...
Contractor Signature

Dan Monahan
Printed Name

11/22/2021
Date

DocuSigned by:

DE9C0172C941490...
Agency/Department Head/Designee Signature

Detra Dillon
Printed Name

12/3/2021
Date



COUNTY OF ALAMEDA STANDARD SERVICES AGREEMENT

This Agreement, dated as of 12/3/2021, is by and between the County of Alameda, hereinafter referred to as the "County", and National Medical Services, Inc, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain forensic toxicology testing services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide forensic toxicology testing services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements and Deliverables/Reports
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from January 1, 2022 through December 31, 2024.

The total pool amount for all contracts shall not exceed *One Million Five Hundred Thirty Thousand dollars (\$1,530,000)* for the term of this Agreement. The compensation payable to Contractor hereunder shall be paid from a total pool contract amount for the forensic toxicology testing services. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

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

COUNTY OF ALAMEDA

NATIONAL MEDICAL SERVICES,
INC

By:  _____
Signature

By:  _____
Signature

Name: Detra Dillon
(Printed)

Name: Dan Monahan
(Printed)

Title: Procurement Administrator

Title: President & CEO

Date: 12/3/2021

Date: 11/22/2021

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors,

employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is in any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality

in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such

further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Coroner's Bureau
2901 Peralta Oaks Court, 2nd Floor
Oakland, CA 94605
Fax No.: (510) 382-3033
Attn: Lt. John Johnson

To Contractor: National Medical Services, Inc
200 Welsh Road
Horsham, PA 19044
Fax No.: 215-366-1504
Attn: Andrew Nolan

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate

said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its forensic toxicology testing services shall not exceed \$1,530,000 pool payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor has been approved by County to participate in contract without SLEB participation (*SLEB waiver #7782, valid through 12/31/2024*). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

- 22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding

the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
- 34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
- 35. EXTENSION: This agreement may be extended for additional two (2) years by mutual agreement of the County and the Contractor.
- 36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]



ADDITIONAL PROVISIONS

Revision, changes and omissions to the General Terms and Condition of this Agreement are hereby noted below:

1. Section 22 (FIRST SOURCE PROGRAM) is deleted in its entirety and replaced with the following:

FIRST SOURCE PROGRAM: Contractor's job postings are available for County's review at <https://www.nmslabs.com/about-nms-labs/careers>.

County Counsel Signature: _____

DocuSigned by:

K. Joon Oh, Deputy County Counsel

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K. Joon Oh, Deputy County Counsel



EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide forensic toxicology testing services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables/Reports

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 902010 (RFP), including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. Contractor shall provide, as requested, on a non-exclusive basis, forensic toxicology testing services as described in Exhibit A-1. Contractor understands that they are one vendor on a list that may provide forensic toxicology testing services the Contract Pool.
 - c. The RFP and Response, which are incorporated in to this Agreement by this reference, may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Camilla Green	Territory Manager	(215) 366-1423	Cami.Green@nmslabs.com
Michelle Dyson	Director of Client Support	(215) 366-1214	michelle.dyson@nmslabs.com

Laura Labay	Forensic Toxicologist/Director of Toxicological	(215) 366-1432	laura.labay@nmslabs.com
Robert Middleberg	Sr VP of Quality Assurance and Regulatory Affairs, Core Laboratory Director, Forensic Toxicologist	(215) 205-1226	robert.middleberg@nmslabs.com
Barry Logan	Sr. VP of and Chief Scientist, Forensic Sciences	(215) 366-1513	barry.logan@nmslabs.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.



EXHIBIT A-1

SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

1. Contractor shall:
 - a. Perform services in a professional manner.
 - b. Continuously hold throughout the term of the Agreement current and valid permits, licenses, and professional credentials necessary to supply products and perform services as specified under this Agreement.
 - c. Be accredited by an accreditation body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement and offers forensic laboratory accreditation services or a major accreditation body acceptable to the National Association of Medical Examiners (NAME).
2. General Laboratory Requirements
 - a. Compliance & Quality Assurance
 - (1) Contractor's laboratory shall be in compliance with the State of California's regulations for blood and urine alcohol analysis.
 - (2) Contractor's laboratory shall perform laboratory testing according to Contractor's written standard operating procedures which includes policies and procedures on validations and technical procedures.
 - (3) Contractor's laboratory shall participate in an external proficiency testing program which includes, at a minimum, a proficiency testing program for alcohol in blood or serum, and for drugs in at least one type of specimen. Contractor's laboratory shall take appropriate actions, which shall be documented when the results of the proficiency testing program are outside of compliance limits. The program shall monitor and assess the laboratory's quantitative analysis capability.
 - (4) Contractor's laboratory shall complete all the specified tests within their own laboratory with the understanding that some esoteric tests may need to be outsourced. Contractor shall inform the Coroner's Bureau of any work to be done external to the Contractor's laboratory. All external laboratories utilized by the Contractor must adhere to the same requirements outlined by the County in the original RFP document; and this Agreement, and its attachment.

- (5) Contractor's laboratory shall actively monitor its laboratory (and external laboratories as applicable) for quality assurance. Contractor shall take appropriate actions, which shall be documented when the results of the quality assurance program require corrective action to be taken. Contractor's laboratory shall provide access to ACSO and the County to all documents related to these corrective actions.
- (6) Contractor's Quality Assurance department shall monitor and administer all internal and external Quality Assurance (QA) and Quality Control (QC) protocols. A summary of Contractor's process is as follows:
 - (a) Each routine analytical run contains a minimum of two different quality control samples containing known amounts of the analyte(s) of interest. Data resulting from analysis of controls in quantitative methods are plotted on control charts each time a routine method is performed. The control charts are drawn indicating the acceptance range of the mean plus and minus two standard deviation levels or +/-20% about the mean. Control Charts are reviewed on a monthly basis by Contractor's departmental supervisor. This review is documented on each control chart by initial and date notation made in the appropriate review box. Any shifts or trends are noted in the Comment Section along with the proposed corrective action. Any remedial action taken is documented on each control chart.
 - (b) Contractor's laboratory shall participate in comprehensive external proficiency testing programs, which compares Contractor's laboratory performance with other laboratories performing the same analysis. These programs are supplemented by a comprehensive internal blind proficiency program that challenges analyses that are not formally evaluated by the external program. All data generated by these programs are remediated, as necessary, and approved by various management levels of review.
 - (c) All Contractor's departments shall be subject to live audits by the Quality Assurance department on a rotating basis to assess compliance with Contractor's quality assurance program. All audits shall be documented in audit reports and reviewed and approved by various levels of Contractor's management. A complete listing of Contractor's proficiency programs is available upon request.

b. Testing

- (1) Contractor's laboratory shall have the ability to test for chemical or biological agents.
- (2) Contractor's laboratory shall have the capability of developing methods for the testing of newly abused drugs such as synthetic cannabinoids, synthetic opioids, and opioid derivatives; and a commitment to research and develop testing and validation for newly emerging drug trends.
- (3) Contractor's laboratory shall provide for examination of samples on an urgent basis and provide live consultation or telephone conversation services at no cost to the Coroner's Bureau.
- (4) The County has no specific "cut-off" requirements for limits of detection. However, any legal cut-off limits of detections determined by the Contractor's validations shall be adhered to at all times.
- (5) The Contractor's laboratory results shall be reported qualitatively as well as quantitatively, when indicated and the sensitivity of the test and related reporting limit shall be referenced in an Analysis Summary included with each report.

c. Caseload

- (1) Contractor's Laboratory shall have the ability to handle a caseload of approximately one hundred (100) cases per month for the Coroner's Bureau.
- (2) Contractor's laboratory shall work to complete at a minimum of ninety percent (90%) of toxicology examinations within ninety calendar (90) days of case submission.
- (3) Contractor shall provide consistency with Contractor's laboratory published turnaround times with an average of 10-14 calendar days from the time of receipt through utilizing LEAN processes as well as closely monitoring Contractor's laboratory in-house statistics for turnaround time, corrective actions, and percentage of repeats with exception of esoteric analysis and special request testing that may exceed 10 business days.
- (4) Contractor shall make every effort to handle every case received from the Coroner's Bureau in an expeditious manner.

d. Employee Qualifications

- (1) Contractor's laboratory shall be under the direction of a person who is qualified by reason of appropriate education and experience to assume the

required professional, organizational, education, managerial, and administrative responsibilities.

- (2) Contractor's laboratory employees shall continuously meet educational, training, and experience requirements as defined by the American Board of Forensic Toxicology (ABFT).

e. Reports

- (1) Contractor's laboratory shall provide a report for each test conducted. The report shall include:

- (a) Subject Name
- (b) Agency
- (c) Agency Case Number
- (d) Specimen Description
- (e) Chain of custody information
- (f) The requested testing
- (g) Requesting Agency contract information
- (h) Test Results
- (i) Certification of test results statement
- (k) Analyst signature
- (l) Date of test and/or date of report

- (2) Contractor shall provide a signed laboratory report on all samples submitted for analysis within the following time frame:

- (a) Blood alcohol or urine within ten (ten) business days from receipt of blood or urine samples;
- (b) Negative results within ten (10) business days of receiving the blood or urine samples;
- (c) Drugs of abuse screen within ten (10) business days from receipt of specimen;

- (d) Confirmation results within fifteen (15) business days of receiving the blood or urine samples; and
 - (e) General drug screen within twenty (20) business days from receipt of specimen.
 - (3) Contractor's reports shall include all quantitative results, interpretive comments on toxic ranges of compounds, methods of testing, complete sample identification, name of board-certified Fellow-ABFT Laboratory Director in a results section, and a summary of all positively identified substances with quantitative results of parent drug compounds and related metabolites, and the analytical methodology, minimum reporting limit, specimen type used for analysis and general reference comments related to postmortem concentrations of positively identified substances in a lab report.
 - (4) Contractor's reports shall be available via secured fax at Coroner's Bureau location, electronically in a secure PDF format and posted on a secure Contractor's Client Portal as soon as the final report is reviewed and completed. Multiple users from ACSO shall be notified via e-mail when laboratory reports are available and sign in with their own unique designated user ID/password to access laboratory reports. Reports shall be archived indefinitely on the Client Portal and can be sorted by patient name, case ID number, date of service, date of birth, sex or accession number for retrieval with Secure Socket Layer (SSL) encryption activated when results are displayed. All Contractor's laboratory reports received shall be encrypted and cannot be intercepted during transmission.
 - (5) Contractor's laboratory results and a signed PDF toxicology report shall be interfaced directly into the Web based CME (Coroners and Medical Examiners) software format developed by VertiQ.
 - (6) Contractor's preliminary reporting for urgent cases and inquiries shall be available through direct contact of Contractor's client support services department with a verbal discussion with a toxicologist reviewing the case, as necessary. Files concerning the results of specimen analysis shall be retained by the Contractor's Laboratory for a minimum of seven (7) years from the date of issue.
- f. Fees
- (1) Contractor's laboratory shall not charge the County, the ACSO, the Coroner's Bureau for false positives. A false-positive shall be defined as when the Laboratory identifies a sample as containing a particular drug,

reports this information to the Coroner's Bureau, the ACSO, or the County; and the Laboratory determines that the information provided as positive was in fact, false.

- g. Contractor's laboratory shall provide services on a retail level for families that may want to pay for tests of specimens of decedents that the Coroner's Bureau determined were not necessary for its purposes. Such families are solely responsible for paying for such tests. For example, the Coroner's Bureau will not normally conduct toxicology testing on an obvious gunshot suicide, but the family may want to pay for a drug screen for their own purposes. The County shall not be responsible for the payment of any such tests.
- h. Protection of Data
 - (1) Contractor shall utilize a computerized information management system, an appropriate security system shall be used to prevent intrusion, unauthorized release of information, or unauthorized addition, deletion, or alteration of data.
 - (2) Contractor shall have controlled access to the data center where the data is stored to prevent unauthorized access to our data.
 - (a) Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification.
 - (b) Contractor shall notify, in writing, the Coroner's Bureau of any actual exposure or misappropriation of County Data (any "Leak") within twenty-four (24) hours of the discovery of such, whether required by law or not. The County will allow 72 hours (3 business days) for investigation and reporting. The following information shall be included in the notification:
 - (i) The cause of the Incident.
 - (ii) How Contractor became aware of the Incident.
 - (iii) Steps taken to resolve the Incident.
 - (iv) Brief description of steps Contractor is taking to prevent a reoccurrence.
 - (c) Contractor shall reasonably cooperate with County and with law enforcement authorities in investigating any such security breach,

at Contractor's expense. Contractor will likewise reasonably cooperate with County and with law enforcement agencies in any effort to notify injured or potentially injured parties.

- (d) Contractor shall agree to store all data within the United States within a data center with high availability disaster recovery.
 - (e) Backups: Contractor shall offer a minimum of thirty (30) days of backups that can be fully restored.
 - (f) All data must be at 256-bit encryption while in transit or when using share lines.
- (3) Contractor shall not distribute or use in any way the data derived from this Agreement without written consent by the County and all data from ACSO casework shall be archived per Contractor's retention policies approved by Contractor's accrediting bodies.
- (a) Contractor's laboratory shall limit access to State data and Personal Identifiable Information (PII) by using an assigned and distinct barcode for casework at the time of log in. At that time, the analyst(s) assigned to the case shall track and report results through the case management system by the use of the barcode, relegating each sample to a nondescript number. At the time of final report review/signing, the case identifying information is automatically generated and added to the report header. All Contractor's analysts shall receive training and annual updates to training with specific attention and purpose to confidentiality and PII.
 - (b) Contractor's laboratory shall have a dedicated IT staff that actively scans and protects all systems from malware and spam attacks and notify County when any data is compromised, hacked or otherwise.
 - (c) Contractor shall notify the County within 72 hours (3 business days) of any unintended access or attack by providing written electronic correspondence.
 - (d) Contractor shall not have an interface with the County, therefore insulating County's systems any threat to Contractor's systems as it pertains to sensitive data will be communicated within 72 hours (3 business days) upon discovery.
 - (e) Contractor shall provide a report outlining the nature, exactly what data, the individuals involved, and mitigation of the event and any

corrective actions put in place to correct and prevent any future unauthorized use or disclosure events. Contractor shall initially report the disclosure and/or unauthorized use within the two-day (2) timeframe with an estimated date for the report.

- (f) Contractor shall meet regulatory requirements of informing individuals in the event of unauthorized release of personal identifying information.

3. Coroner's Bureau's Requirements:

a. Compliance & Quality Assurance

- (1) Contractor shall be in compliance with the guidelines of the Society of Forensic Toxicologists (SOFT), or accredited by ABFT, the College of American Pathologists (CAP).
- (2) Contractor shall participate in external drug proficiency testing for drugs of abuse. As indicated by non-compliance results, Contractor shall implement and document corrective actions

b. Contractor's laboratory shall provide written reports in support of accreditation for the Coroner's Bureau upon request.

c. Testing

- (1) Contractor shall provide for the routine testing of all ethanol and volatiles, major drugs of abuse, major acidic drugs, and all non-esoteric basic drugs, with the exception of carbon monoxide. Contractor's laboratory is currently unable to offer STAT testing for carbon monoxide testing. Contractor's laboratory shall make every effort to report this testing out as soon as possible. Usual turnaround time is 5-10 business days.
- (2) Contractor shall test bodily fluids (e.g., blood, saliva, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, muscle, etc.) for the presence or absence of drugs.
- (3) Contractor's laboratory shall provide forensic support specialists to handle forensic case inquiries such as result status, test ordering, expected turnaround time, adding additional testing to existing cases, appropriate sample requirements, handling and packaging during the following hours: Monday through Friday – 5:00 AM PST– 5:00 PM PST or via email forensics@nmslabs.com checked every 30 minutes during support working hours and offer a timed documentable proof of communication.

- (4) Contractor shall provide additional toxicologist support to the Coroner's Bureau through Contractor's Toxicologist of Day program by phone 1-866-522-2216 Monday through Friday 9:00 AM – 5:00 PM EST and assigned toxicologist shall address inquiries.
- (5) Contractor shall provide Public Health Emergency Hotline 24/7 at 1-215-366-1229 intended for Public Health Emergencies where Toxicology testing and/or consultation may be required.
- (5) Contractor shall provide the Basic Panel including over 65 compounds of most often abused drugs (Amphetamine, Barbiturate, Benzodiazepine, Buprenorphine, Cannabinoid, Cocaine and Metabolites, Ethanol, Methadone, Opiates, Oxycodone, and Phencyclidine), and fentanyl and acetyl fentanyl screened by immunoassay and confirmed with a separate analytical technology.
- (6) Contractor shall provide the Expanded Panel in addition to the Basic Panel with over 260 of the most often prescribed drugs that are correlated with drug overdoses, including some of the most often identified NPS (Novel Psychoactive Substances) compounds. This analysis includes 22 Novel Psychoactive Substances (including bath salts), 9 Designer Opioids, and 9 Designer Benzodiazepines/metabolites as part of the core testing panel. This panel uses predominately LCTOF screening technology and a separate analytical technique that is compound specific for confirmations.
- (7) Contractor shall identify several NPS substances that may be detected as part of the analytical work performed, and all samples tested through Contractor's Expanded Panel, which undergo Contractor's laboratory LC/TOF-MS (Liquid chromatography time-of-flight mass spectrometry) screen, are evaluated using an internally developed secondary surveillance library specific to new and emerging compounds, including NPS substances, to identify novel analytes of interest. Contractor's surveillance library currently contains over 60 emerging compounds with the scope updated 2-3 times throughout each year. As compounds are identified within Contractor's surveillance library and if confirmatory testing is available, County shall be notified if they would like to pursue further testing and may consult with Contractor's laboratory.

d. Employee Qualifications

- (1) Contractor's laboratory shall be under the direction of a person who is qualified by reason of appropriate education and experience to assume the required professional, organizational, education, managerial, and administrative responsibilities. The education and experience shall be

comparable to those of persons certified as Fellow or Diplomate by the ABFT.

- (2) Contractor's chief toxicologist shall be assessable to present proof of formal training and experience in forensic toxicology upon request by County. Contractor's chief toxicologist should hold a relevant doctoral degree from an accredited institution. The chief toxicologist shall be certified by ABFT or certified in toxicological chemistry by the American Board of Clinical Chemistry (ABCC) or the international equivalent.

e. Preservation & Chain of Custody

- (1) Contractor shall provide various containers, sealers, and additives/preservative ingredients required by the Coroner's Bureau to preserve and identify samples submitted.
- (2) Contractor shall keep all samples refrigerated or frozen with temperatures between 35 to 46 degrees Fahrenheit (2-8 degrees centigrade).
- (4) Contractor shall maintain a strict chain of custody which clearly documents the name, date, and time that laboratory personnel handled, inspected, analyzed, stored, or transported biological samples or evidence which are under Contractor's control from the time biological samples are removed from the Coroner's Bureau and until they are returned to the Coroner's Bureau. All Contractor's laboratory staff handling of evidence is documented in Contractor's Laboratory Information Management System (LIMS). A summary of Contractor's process is as follows:

- (a) Specimen Receipt/Accessioning Project Management:
Contractor's laboratory shall establish mutually agreeable communication channels with Coroner's Bureau and assigned staff members as designated responsible parties.

- (b) Supplies and Shipping:

Contractor shall provide Toxicology Analysis Requisition Forms with fields/areas to include incident case number, first and last name of subject, collection date of samples and the type of samples that are being submitted. The forms also have an area to capture chain of custody information. Sample collection kits can be provided which are specially designed for documentation, packaging, and shipment of legal samples for analysis. Contractor is also able to pick up existing chain of custodies that may already be in use. Contractor shall have a full internal chain of custody

established for the parent samples and individual aliquots as they move through the laboratory process. Specimens are to be transported in a tamper proof collection kit (provided by Contractor's laboratory) under full chain of custody by Federal Express standard overnight at no cost to the County. Shipments can be received via Federal Express during the normal business week (Monday – Friday). Upon receipt during the log-in process, the Federal Express airbill number associated with each case/sample shall be entered into Contractor's laboratory information system and a copy of the airbill shall be scanned and stored electronically to verify the transfer and receipt of the specimens by Contractor's laboratory.

(c) Sample Log in:

Contractor's laboratory staff shall be trained in the appropriate handling of forensic evidence and each specimen shall be uniquely identified and logged in to the Contractor's Lab LIMS to ensure traceability. Chain of custody shall be maintained for all samples. Laboratory access shall be limited to authorized personnel and all samples shall be logged in through Contractor's laboratory forensic specimen processing area, secured and with limited staff access. Upon receipt in the Contractor's laboratory, all paperwork shall be closely reviewed for accuracy and completeness, the integrity of the security seal shall be documented, and the internal chain of custody is initiated. Contractor's laboratory internal chain of custody shall follow all samples and aliquots throughout the analysis procedures, storage and/or subsequent return to the client.

(d) Sample Custody and Integrity:

- (i) All cases are accessioned in a "one at a time" fashion in order to eliminate the possibility of mixing samples from different cases. As each case is logged in, every container received is assigned a unique identification number. This number appears in human-readable and barcode format on the labels that print after each container is entered into the LIMS. It is standard procedure at Contractor's laboratory to apply the label to each container as it is printed, thereby ensuring that each container is labeled correctly. Only after the label has been applied to the container will the next container in a case be logged in. Only after all containers in

a case have been logged in and labeled will another case be processed.

- (ii) As samples from a case are sub-sampled for analysis, similar steps are taken to ensure the integrity and traceability of the sub-samples (aliquots). Aliquots are taken for only one sample at a time. The containers for each aliquot are again assigned unique identification numbers that link them back to the case, and human-readable and bar-coded labels with the unique identification number are affixed to the aliquots as they print. Only after all aliquots have been taken from a sample and the aliquots and parent sample have been labeled and capped will another sample be sub sampled.
 - (iii) Parent samples never leave the Forensic Specimen Processing area. From the time they are received until they are returned or discarded, all parent samples are kept in a refrigerated storage area in a secured room with restricted access. Only aliquots are transferred to the respective Contractor's laboratory testing departments for analysis. Because each container is uniquely identified, Contractor's laboratory has the ability to track the precise location of each container in the case. Within the Forensic Specimen Processing area, each transfer of a parent sample into or out of storage for sub-sampling is electronically documented by scanning the unique container identification number bar-coded on its label. Aliquots delivered to testing departments are tracked electronically, by the case identification number, from receipt in the department through analysis. In addition, sample identifications are scanned from the barcode label to create analytical batches, eliminating the possibility of incorrect sample identification.
- (e) Analysis and Reporting:
- (i) All samples will be analyzed in the main laboratory of Contractor's laboratory. Upon completion of analytical testing, results are manually entered in the LIMS, and following a secondary technical review, results are forwarded to a Forensic Toxicologist or Certifying Scientist for final review. All analytical data, requisition forms and any supplemental data provided are inspected by the Toxicologist during the final review and a certification

signature is applied to each report for test codes designed to have additional toxicologist review. All analysis reports will be accurate and easy to read including interpretive comments explaining the identified compounds and the potential impairment effect related to the skills necessary for safe driving. Report delivery is available via Contractor's secure, online client portal, fax, and US mail.

- (5) Contractor's laboratory Standard Operating Procedures (SOPs) support all the activities in the chain-of-custody handling. These SOPs are reviewed annually and updated when procedures are changed. Documented training records for all Contractor's staff involved in the chain-of-custody handling of submitted samples is available for ACSO on site upon request.
- (6) Contractor shall preserve all specimens tested for a minimum of one (1) year. Samples shall be appropriately stored to ensure against loss, contamination, or deleterious change. Contractor shall ship requested samples back to ACSO at no additional charge. After the requisite retention period for a sample, the sample may be destroyed with the appropriate chain-of-custody documentation.

f. Transportation

- (1) Contractor shall provide transportation services of specimens to and from the location listed below. The location is subject to change and may be adjusted upon the needs of the Coroner's Bureau. A pickup and delivery schedule shall be created in coordination between the Coroner's Bureau and the Contractor. Pick up of all samples or items to be tested or inspected by the Contractor shall be required to be picked up at the following location:

Alameda County Sheriff's Office
Coroner's Bureau
2901 Peralta Oaks Court
1st Floor
Oakland, CA 94605

4. DELIVERABLES / REPORTS

a. Coroner's Bureau requirement:

- (1) Contractor shall provide sampling media and collection devices, including but not limited to: glass sample jars, brass/stainless steel tubes and end caps, amber jars, summa canisters, critical flow orifices, tedlar bags,

fibers, sorbent tubes, air sampling pumps, timing devices, impinge solutions, and impingers. Sampling labels, sampling tags, chain-of-custody seals, chain-of-custody forms, and analytical result sheets shall also be provided at no charge to the County. There shall be no charge to the County for unused or defective equipment.

- (2) Contractor shall provide pre-paid overnight FedEx pick-up label to County without additional charge. Contractor can pick up shipment from the County site.
- (3) Contractor's laboratory report must include a case narrative in the beginning page to describe additional comments, additional instructions per County request, events outside of normal procedures, problems or abnormalities during the sample receiving, preparation, analysis and reporting stages. After the case narrative, a sample result summary section must be included that shows analyses that were detected per sample ID. If Contractor includes subcontractors for testing, those results must all be compiled into one standard format, i.e., the subcontractor's report format cannot be in a separate format; it has to be all included in one comprehensive report with those subcontractor results summarized in the sample results section.
- (4) Contractor's reports must be sent electronically or followed up with a hardcopy report by e-mailed to County Department with an average of 10-14 calendar days.
- (5) In order to maintain transparency, Contractor invoices shall include line item detail as to the service provided, including but not limited to test type, description and price.
- (6) During the term of the agreement, additions or deletions of tests may be made if needed. Contractor will be asked to quote on the needed test. The County reserves the right to negotiate the price.



EXHIBIT B

PAYMENT TERMS

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice. Invoices will be submitted monthly for the previous month's testing services.
2. The County shall not be obligated to pay Contractor for services covered by any invoice if the Contractor presents the invoice to the County more than 180 days after the date the Contractor renders the services, or more than 90 days after this Agreement terminates, whichever is earlier.
3. Total payment under the terms of this Agreement will not exceed the total pool amount of *One Million Five Hundred Thirty Thousand dollars (\$1,530,000)*. This cost includes all taxes and all other charges. Contractor understands and acknowledges that this Agreement is one of a pool of contracts. Contractor understands and acknowledges that it is one of a number of contractors receiving payment for the same or similar services. The parties agree that the total compensation payable to the pool of contractors under the pool of contracts designated by County shall not exceed the pool amount approved by the Alameda County Board of Supervisors.
4. Service Fee Schedule:
 - a. Coroner's Bureau's Fee Schedule:

Item	Description	NMS ACODES	YEAR 1 - 3
			Cost per Test
1	Complete screen with confirmation/levels:	8052B (Postmortem, Expanded, Blood (Forensic, including Gabapentin, Blood 214B)	\$197.00
	Comprehensive screening with confirmation and quantification of abused drugs, alcohol and other drugs that are in range of high therapeutic to overdose levels. Includes prescription and over-the counter drugs, over 200 drugs and metabolites.	8052SP - Postmortem, Expanded, Serum/Plasma (Forensic) 8052U - Postmortem, Expanded, Urine (Forensic)	
2	Abused drug screen:	8050U - Postmortem, Urine Screen Add-on (6-MAM Quantification only) (Forensic)	\$31.00
	Cocaine, Opiates, Phencyclidine "PCP", Amphetamines; includes four (4) individual screens (Qualitative screen only with no confirmation)		
3	General drug screen:	8051B -Postmortem, Basic, Blood (Forensic)	\$126.00

Item	Description	NMS ACODES	YEAR 1 - 3
			Cost per Test
	Includes prescription and over-the counter drugs, over 200 drugs and metabolites (Qualitative screen only)	8051SP- Postmortem, Basic, Serum/Plasma (Forensic) 8051U - Postmortem, Basic, Urine (Forensic)	
4	Abused specific drug screen/confirm/level	8051B Postmortem, Basic, Blood (Forensic) 8051SP Postmortem, Basic, Serum/Plasma (Forensic) 8051U Postmortem, Basic, Urine (Forensic)	\$126.00
	Immunoassay, Liquid Chromatography Mass Spectrometer (LCMS), Gas Chromatography Mass Spectrometry (GCMS) screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite (Quantitative). This is a panel. Quote single price for all drugs.		
5	Blood alcohol:	0171B Alcohol Screen, Blood	\$39.00
	Blood ethyl alcohol with confirmation in secondary sample (vitreous humor, urine, etc.)		
6	Solvent/volatile:	2320B- Volatiles Panel, Blood	\$230.00
	Methyl alcohol, isopropyl alcohol, acetone, benzene, chloroform, toluene, etc. with confirmation in secondary sample (vitreous humor, urine, etc.)		
7	Vitreous Panel:	1919FL Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	\$71.00
	Sodium, potassium chloride, glucose		
8	Urea Nitrogen:	1919FL Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	\$71.00
	Urea nitrogen (vitreous humor, Vitreous Urea Nitrogen (VUN)		
9	Creatinine:	1919FL Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	\$71.00
	(Vitreous humor)		
10	Carboxyhemoglobin:	1002B -Carbon Monoxide Exposure Biouptake Screen, Blood (includes 5654B Carbon Monoxide Exposure Biouptake Confirmation, Blood)	\$122.00
	Percentage (%) saturation of blood by Carbon Monoxide (CO)		
11	Substance Identification:	22000 - Controlled Substances – Dual GC/MS Scan	\$417.00
	Identification and confirmation of drugs in capsule, powders, tablets, fluids, organic material		
12	Tissue preparation:	N/A	N/A
	Mincing/liquefying preparation of tissue sample (The test will only be needed if preparation would be priced separately from the cost of testing the tissue)		
13	Specific drug screen/confirmation level (one specific analyte to be screened and confirmed)		\$200.00

Item	Description	NMS ACODES	YEAR 1 - 3
			Cost per Test
	(i.e., benzodiazepines, Tetrahydrocannabinol (THC), carisoprodol, etc.)	0568B Benzodiazepines Screen, Blood/5641B Benzodiazepines Confirmation, Blood	

b.

NMS Acode	Description	Unit of Measure	YEAR 1-3
			Cost per Test
8052FL	Postmortem, Expanded, Fluid (Forensic)	Each	\$439
8052TI	Postmortem, Expanded, Tissue (Forensic)	Each	\$467
8051FL	Postmortem, Basic, Fluid (Forensic)	Each	\$269
8051TI	Postmortem, Basic, Tissue (Forensic)	Each	\$335
7542B	Ethanol - Title 17, Blood - Send Out	Each	\$121
8061B	Postmortem, Basic w/o Alcohol, Blood (Forensic)	Each	\$115
8062B	Postmortem, Expanded w/o Alcohol, Blood (Forensic)	Each	\$185
1002B	Carbon Monoxide Exposure Biouptake Screen, Blood (includes confirmation -acode 5654B)	Each	\$122
8054B	Postmortem, Expanded with NPS, Blood	Each	\$566
8063B	Postmortem, Basic to Expanded Upgrade, Blood (Forensic)	Each	\$137
1380B	Cyanide, Blood	Each	\$59
2887B	Methemoglobin, Blood	Each	\$155
2111B	Baclofen, Blood	Each	\$278
4757B	Valproic Acid, Blood	Each	\$128
8665FL	6-Monoacetylmorphine - Free (Unconjugated), Fluid	Each	\$247
8756B	Novel Psychoactive Substances (NPS) Screen 1, Blood	Each	\$278.00
9566B	Synthetic Cannabinoids (Add-On), Blood	Each	\$160.00
0170FL	Alcohol Panel, Fluid	Each	\$123.00
0329B	Amphetamines (D/L Differentiation), Blood	Each	\$268.00
0406B	Anticoagulant Poisoning Panel (Qualitative), Blood	Each	\$1,062.00
0483B	Atenolol, Blood	Each	\$166.00
1005B	Carbon Monoxide Profile, Blood (Forensic)	Each	\$168.00
1611B	Tetrafluoroethane and Difluoroethane Panel, Blood	Each	\$340.00
2062B	Ethylene Glycol, Blood	Each	\$190.00
2423B	Comprehensive Inhalants Panel, Blood	Each	\$352.00
2810SP	Methamphetamine and Metabolite, Serum/Plasma	Each	\$120.00
3043B	Metoprolol, Blood	Each	\$114.00
3214B	Nitrous Oxide, Blood	Each	\$406.00

NMS Acode	Description	Unit of Measure	YEAR 1-3
			Cost per Test
4800SP	Warfarin, Serum/Plasma	Each	\$81.00
7542SP	Ethanol - Title 17, Serum/Plasma	Each	\$84.00
8155B	Postmortem Designer Opioids Add-On, Blood	Each	\$150.00
9560B	Synthetic Cannabinoids Screen, Blood	Each	\$223.00
8092B	Postmortem Toxicology - Expert, Blood (Forensic)	Each	\$572.00
8092FL	Postmortem Toxicology - Expert, Fluid (Forensic)	Each	\$726.00
8092SP	Postmortem Toxicology - Expert, Serum/Plasma (Forensic)	Each	\$418.00
8092TI	Postmortem Toxicology - Expert, Tissue (Forensic)	Each	\$778.00
8092U	Postmortem Toxicology - Expert, Urine (Forensic)	Each	\$572.00
0170B	Alcohol Panel, Blood	Each	\$73.00
0171FL	Alcohol Screen, Fluid	Each	\$66.00
2164FL	Glucose (Vitreous), Fluid (Forensic)	Each	\$12.00
2626B	Bath Salts Panel, Blood	Each	\$220.00
2693B	Metals/Metalloids Acute Poisoning Panel, Blood	Each	\$359.00
4177B	Postmortem, SUIDS Screen, Blood (Forensic)	Each	\$602.00
8103B	Environmental Exposure Screen, Blood (Forensic)	Each	\$640.00
8104B	Postmortem, Fire Death Screen, Blood (Forensic)	Each	\$396.00
8758B	Hallucinogens Screen, Blood	Each	\$220.00
53250B	Alcohols and Acetone Confirmation, Blood (Forensic)	Each	\$70.00

c.

Description	NMS Acode	Year 1-3 Cost per Test (No cost to the County)
Fee for testing each additional sample tested or per additional toxicology report for Coroner's complete screen with confirmation/levels: Comprehensive screen with confirmation and quantification of abused drugs, alcohol and other drugs that are in range of high therapeutic to overdose levels. Includes prescription and over-the-counter drugs, over 200 drugs and metabolites. This is for additional specimen or retesting of the same specimen if a confirmation of the original test is required.	8052B- Postmortem, Expanded, Blood (Forensic) 8051B - Postmortem, Basic, Blood (Forensic)	\$0

Description	NMS Acode	Year 1-3 Cost per Test (No cost to the County)
Fee if specific drug is "NOT DETECTED" for: Specific drug screen/confirmation level immunoassay, LCMS, GCMS screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite when applicable (Quantitative). Fee to determine and quantify a specific drug (base substance) from a compound substance, or for a negative/exoteric drug screen.	8052B- Postmortem, Expanded, Blood (Forensic) 8051B - Postmortem, Basic, Blood (Forensic)	\$0

d.

Item	Description	Unit of Measure	Year 1-3
			Unit cost (No cost to the County)
1	Glass sample jars	EA	\$0 (no cost to the County)
2	Brass/stainless steel tubes and end caps	EA	
3	Amber jars	EA	
4	Summa canisters	EA	
5	Critical flow orifices	EA	
6	Tedlar bags	EA	
7	Fibers	EA	
8	Sorbent tubes	EA	
9	Air sampling pumps	EA	
10	Timing devices	EA	
11	Impinge solutions	EA	
12	Impingers	EA	
13	Sampling labels, sampling tags, chain-of-custody seals, chain-of-custody forms, analytical result sheets	EA	



EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The 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. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease

D

Endorsements and Conditions:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed on behalf of the Grantee General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled 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 work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 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.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. 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 the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



EXHIBIT D

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: NATIONAL MEDICAL SERVICES, INC

PRINCIPAL: Dan Monahan

TITLE: President & CEO

SIGNATURE:

DocuSigned by:
Dan Monahan
C4AE15E1989A49F...

DATE: 11/22/2021



EXHIBIT E

COUNTY OF ALAMEDA THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR: NATIONAL MEDICAL SERVICES, INC

PRINCIPAL: Dan Monahan

TITLE: President & CEO

SIGNATURE: 
C4AE15E1989A49F...

DATE: 11/22/2021

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Redwood Toxicology Laboratory, Inc. DEPT #: 290341

TITLE/SERVICE: Forensic Toxicology Testing Services

DEPT. CONTACT: John Johnson/Steven Hayes PHONE: 510-382-3001/510-382-3303

I. INFORMATION ABOUT THE CONTRACTOR YES NO

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here: 68-0332937
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while contractor is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be () ()

ongoing?

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES NO**

1. Is the contractor being hired for a period of time rather than for a specific project? () ()
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS **YES NO**

1. Will the agreement be with an individual who does not have an outside practice? () ()
2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()
3. Will the County provide more than 20% of the contractor's income? () ()
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

DocuSigned by:

D43702011A5140C...
Contractor Signature

Mary Tardel
Printed Name
11/29/2021
Date

DocuSigned by:

DE9C0172C941490...
Agency/Department Head/Designee Signature

Detra Dillon
Printed Name
12/2/2021
Date



Master Contract No. 902010
Procurement Contract No. 22958

COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of 12/2/2021, is by and between the County of Alameda, hereinafter referred to as the "County", and Redwood Toxicology Laboratory, Inc., hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain forensic toxicology testing services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide forensic toxicology testing services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit A-1	Specific Requirements and Deliverables/Reports
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contract Compliance Reporting Requirements
Exhibit F	The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from January 1, 2022 through December 31, 2024.

The total pool amount for all contracts shall not exceed *One Million Five Hundred Thirty Thousand dollars (\$1,530,000)* for the term of this Agreement. The compensation payable to Contractor hereunder shall be paid from a total pool contract amount for the forensic toxicology testing services. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

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

COUNTY OF ALAMEDA

REDWOOD TOXICOLOGY
LABORATORY, INC.

By: DocuSigned by:
Detra Dillon
DE9C0172C941490...
Signature

By: DocuSigned by:
Mary Tardel
D43702611A5146C...
Signature

Name: Detra Dillon
(Printed)

Name: Mary Tardel
(Printed)

Title: Procurement Administrator

Title: Director – Government Services

Date: 12/2/2021

Date: 11/29/2021

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is in any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the

opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance

with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Coroner's Bureau
2901 Peralta Oaks Court, 2nd Floor
Oakland, CA 94605
Fax No.: (510) 382-3033
Attn: Lt. John Johnson

COUNTY OF ALAMEDA
Criminalistics Laboratory
2901 Peralta Oaks Court, 3rd Floor
Oakland, CA 94605

Fax No.: (510) 382-3344
Attn: Steven Hayes

To Contractor: Redwood Toxicology Laboratory, Inc.
3650 Westwind Blvd
Santa Rosa, CA 95403
Fax No.: (707) 577-8102
Attn: Mary Tardel

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be

reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its forensic toxicology testing Services shall not exceed \$1,530,000 pool payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor shall subcontract with *Accu-Logistics LLC (2031 Burroughs Ave, San Leandro, CA 94577; Principal: Blake White, Certified Small: 10-00037, Exp. Date: 9/30/2022)*, for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor–Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor’s small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor’s responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.

23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such

written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or

other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for additional two years (2) by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]



EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide forensic toxicology testing services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables/Reports

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 902010 (RFP), including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. Contractor shall provide, as requested, on a non-exclusive basis, forensic toxicology testing services as described in Exhibit A-1. Contractor understands that they are one vendor on a list that may provide forensic toxicology testing services, the Contract Pool.
 - c. The RFP and Response, which are incorporated into this Agreement by this reference, may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Dr. Laureen Marinetti	Head, Forensic Toxicology Laboratory	(707) 570-4455	Laureen.Marinetti@ascertaintox.com
Gregory Priebe	Sr. Forensic Toxicologist	(707) 570-4461	Gregory.Priebe@ascertaintox.com
Tim Grambow	Sr. Forensic Toxicologist	(707) 570-4336	Timothy.Grambow@ascertaintox.com
Brent Dawson	Manager of	(707) 570-	Brent.Dawson@abbott.com

Master Contract No. 902010
Procurement Contract No. 22958

	Technical & Instrumentation	4411	
Don Mac Neil	Director of Forensics (Sales)	(707) 570-4319	Donald.MacNeil@ascertaintox.com
Mary Tardel	Director of Government Services	(707) 570-4359	Mary.Tardel@abbott.com
Hollie Turk	Sales Manager	(707) 570-4369	Hollie.Turk@abbott.com
Christy Bowles	Forensic Account Manager II	(707) 570-4393	Christy.Bowles@ascertaintox.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.



EXHIBIT A-1

SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

1. Contractor shall:
 - a. Perform services in a professional manner.
 - b. Continuously hold throughout the term of the Agreement current and valid permits, licenses, and professional credentials necessary to supply products and perform services as specified under this Agreement.
 - c. Be accredited by an accreditation body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement and offers forensic laboratory accreditation services or a major accreditation body acceptable to the National Association of Medical Examiners (NAME).
2. General Laboratory Requirements (applicable to both the Coroner's Bureau and the Criminalistics' Laboratory):
 - a. Compliance & Quality Assurance
 - (1) Contractor's laboratory shall be in compliance with the State of California's regulations for blood and urine alcohol analysis.
 - (2) Contractor's laboratory shall perform lab testing according to Contractor's written standard operating procedures (SOPs) which includes policies and procedures on validations and technical procedures and be reviewed and revised at least annually.
 - (3) Contractor's laboratory shall participate in an external proficiency testing program through the College of American Pathologists (CAP) and California Department of Health (DOH) which includes, at a minimum, a proficiency testing program for alcohol in blood or serum, and for drugs in at least one type of specimen. The laboratory shall take appropriate actions, which shall be documented when the results of the proficiency testing program are outside of compliance limits. The program shall monitor and assess the laboratory's quantitative analysis capability.
 - (4) Contractor's laboratory shall complete all the specified tests within their own laboratory with the understanding that some esoteric tests may need to be outsourced. Contractor shall inform the Coroner's

Bureau and/or the Criminalistics' Laboratory of any work to be done external to the Contractor's laboratory. All external laboratories utilized by the Contractor must adhere to the same requirements outlined by the County in the original RFP document; and this Agreement, and its attachment.

- (5) Contractor shall actively monitor its laboratory for quality assurance. Contractor shall take appropriate actions, which shall be documented when the results of the quality assurance program require corrective action to be taken. Contractor's laboratory shall provide access to ACSO and the County to relevant documents related to these corrective actions.
- (a) Contractor shall treat Quality Control (QC)/Quality Assurance (QA) to be an ongoing process that encompasses all facets of the laboratory's testing and support functions. This includes specimen receipt, sample analysis, and test result reporting. QA also extends to the laboratory's interactions with the County.
 - (b) Under the American Board of Forensic Toxicology (ABFT) accreditation, all Contractor's laboratories must establish and follow their own written quality control (QC) procedures. Contractor shall follow established written QC procedures for monitoring and evaluating the quality of each method to assure the accuracy and reliability of subject test results and reports. In addition, Contractor shall comply with regulations of the State of California Title 17 Forensic Alcohol Testing Laboratory and Contractor's testing personnel must have all applied to and are recognized as Forensic Alcohol Analysts.
 - (c) Contract shall have mechanisms in place to determine and monitor results of samples, determining, reporting, and monitoring test report errors, resolving problems with turn-around times and test result reporting, as well as reviewing professional staff qualifications and certification to ensure that all tests are performed in accordance with accreditation standards.
 - (d) As part of Contractor's QC/QA program, Contractor shall utilize the following controls for each screening procedure: drug-free urine, drug free blood and other negative controls as appropriate. In addition, low positive controls that are near the limit of detection, and positive controls at multiple concentrations are used to monitor the linear range of the analytical method.

(e) System Checks QA:

- (i) Contractor shall monitor the frequency of QC violations, recalibrations, and QC of each testing system used. QC monitoring and evaluation is performed by the laboratory director, or other designated senior staff. QC review is performed by designated senior staff during the batch review process and documented on a QC tracking excel spreadsheet for each analyte measured.
- (ii) QC acceptance criteria and corrective action procedures are detailed in the Contractor's Laboratory QC Manual and within the procedures for each testing system used in the laboratory. In addition, Contractor shall perform several blind proficiency tests throughout the year which measures both qualitative and quantitative performance of the analytical procedures.
- (iii) All Contractor's laboratory associated problems, complaints, errors, policies, and procedures shall be discussed and evaluated by the laboratory on a regular basis in compliance with licensure, certification, and/or internal SOP protocols).

(f) Staff Qualifications:

- (i) Contractor's senior personnel shall be certified by the ABFT.
- (ii) Contractor's testing personnel shall be monitored through the use of a blind proficiency testing program. Positive and negative samples shall be introduced into the general workflow. Testing of the proficiency samples shall be under taken by the testing personnel. The results shall be submitted to the proficiency test provider for grading. Any non – passing grade shall be reviewed for the reason why the failure occurred. The staff shall require retraining or a process shall require corrective action. All corrective actions and employee retraining shall be documented appropriately.
- (g) Acceptance Criteria: Final results shall not be released by the Contractor's laboratory until all QC, chain of custody, and equipment problems have been resolved and deemed acceptable.

- (h) Review of QA with Staff: Contractor's new employees shall read and know the location of the Laboratory QA Plan and indoctrination to corrective action procedures. Specific QA/QC procedures, changes in QA/QC procedures or when there is a problem shall be discussed with the appropriate personnel and shall be documented and readily accessible to the County upon request. In addition, QA/QC issues shall be discussed as part of routine internal laboratory meeting practices. Contractor's Supervisors shall disseminate new QA/QC policies and/or concerns to their staff.
- (i) Accreditation: Contractor shall maintain accreditation with the ABFT, including an onsite inspection every other year and a written inspection on the alternate year. All necessary proficiency results and policy reviews necessary to maintain accreditation shall be supplied to the accreditation bodies when requested. The lab shall supply the State of California all proficiency tests concerning ethanol measurement to comply with the Title 17 regulations. In addition, before any new employee measures ethanol for forensic purposes he/she must be recognized by the State of California as a Forensic Alcohol Analyst.

b. Testing

- (1) Contractor's laboratory shall have the ability to test for chemical or biological agents.
- (2) Contractor's laboratory shall have the capability of developing methods for the testing of newly abused drugs such as synthetic cannabinoids, synthetic opioids, and opioid derivatives; and a commitment to research and develop testing and validation for newly emerging drug trends.
- (3) Contractor's laboratory shall provide for examination of samples on an urgent basis and provide live consultation or telephone conversation services at no cost to the Coroner's Bureau and/or the Criminalistics' Laboratory.
- (4) Contractor shall have STAT testing available for the County as needed based on an advance email or phone call with the case information and the requested turnaround time from the County. Contractor shall subsequently review the request and the current laboratory sample volume to advise if test expediting is possible with same-day local courier pick-up. Contractor's live consultation and/or telephone consultation services are available at no cost to the County. Given

appropriate notice, Contractor shall arrange for same-day local courier pick-up.

- (5) The County has no specific “cut-off” requirements for limits of detection. However, any legal cut-off limits of detections determined by the Contractor’s validations shall be adhered to at all times.

c. Caseload

- (1) Contractor’s Laboratory shall have the ability to handle a caseload of approximately five hundred (500) cases monthly -- the Criminalistics’ Laboratory expects approximately four hundred (400) cases per month, and the Coroner’s Bureau expects approximately one hundred (100) cases per month.
- (2) Contractor shall train additional experienced toxicologists and technicians from Contractor’s core lab in addition to Contractor’s staff of full-time ABFT-certified forensic toxicologists and supporting technicians and analysts in case if the County anticipates needing to submit a higher number of specimens than originally scoped. Contractor shall assign two (2) dedicated fulltime customer support and sales representatives for administrative assistance (supply shipment, pricing, invoicing, etc.).
- (3) Contractor’s laboratory shall work to complete at a minimum of ninety percent (90%) of toxicology examinations within ninety (90) calendar days of case submission.

d. Employee Qualifications

- (1) Contractor’s laboratory shall be under the direction of a person who is qualified by reason of appropriate education and experience to assume the required professional, organizational, education, managerial, and administrative responsibilities.
- (2) Contractor’s laboratory employees shall continuously meet educational, training, and experience requirements as defined by the ABFT.

e. Reports

- (1) Contractor’s laboratory shall provide a report for each test conducted. The report shall include:
 - (a) Subject Name
 - (b) Agency

- (c) Agency Case Number
 - (d) Specimen Description
 - (e) Chain of custody information
 - (f) The requested testing
 - (g) Requesting Agency contract information
 - (h) Test Results
 - (i) Certification of test results statement
 - (j) Analyst signature
 - (k) Date of test and/or date of the report
- (2) Contractor shall provide a signed laboratory report on all samples submitted for analysis within the following time frame with the exception of esoteric tests that require outsourcing:
- (a) Blood alcohol or urine within five (5) business days from receipt of blood or urine samples;
 - (b) Negative results within five (5) business days of receiving the blood or urine samples;
 - (c) Drugs of abuse screen within ten (10) business days from receipt of specimen;
 - (d) Confirmation results within fifteen (15) business days of receiving the blood or urine samples; and
 - (e) General drug screen within twenty (20) business days from receipt of specimen.
- (3) Contractor shall operate a laboratory information system (LIMS) called JusticeTrax. The new version of JusticeTrax shall include an evidence “pre-log” function along with an updated results reporting system and be capable of integrating with County’s case management software (CMS).

f. Fees

- (1) Contractor’s laboratory shall not charge the County, the ACSO, the Coroner’s Bureau, or the Criminalistics’ Laboratory for false positives.

A false-positive shall be defined as when the Laboratory identifies a sample as containing a particular drug, reports this information to the Coroner's Bureau, the Criminalistics' Laboratory, the ACSO, or the County; and the Laboratory determines that the information provided as positive was in fact, false.

- g. Contractor's laboratory shall provide services on a retail level for families that may want to pay for tests of specimens of decedents that the Coroner's Bureau determined were not necessary for its purposes. Such families are solely responsible for paying for such tests. For example, the Coroner's Bureau will not normally conduct toxicology testing on an obvious gunshot suicide, but the family may want to pay for a drug screen for their own purposes. The County shall not be responsible for the payment of any such tests.
- h. Protection of Data
 - (1) Contractor shall utilize an appropriate security system to prevent intrusion, unauthorized release of information, or unauthorized addition, deletion, or alteration of data following the requirements of the Health Insurance Portability Accountability Act (HIPAA) and Sarbanes-Oxley (SOX) including many controls and restrictive rights for the purpose of data protection.
 - (2) Contractor shall have controlled access procedures in place for both physical (Forensic Lab and Server Room) and electronic data access to the data center access where the data is stored to prevent unauthorized access to the County's data.
 - (a) Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification.
 - (b) Contractor shall notify, in writing, the Coroner's Bureau and/or the Criminalistics' Laboratory of any actual exposure or misappropriation of County Data (any "Leak") within 72 hours (3 business days) of the discovery of such to allow for investigation and reporting. Contractor shall utilize general HIPAA incident recording and new GDPR (General Data Protection Regulation) requirements to ensure proper notification of data exposure, were an incident to arise. The following information shall be included in the notification:
 - (i) The cause of the Incident.

- (ii) How Contractor became aware of the Incident.
 - (iii) Steps taken to resolve the Incident.
 - (iv) Brief description of steps Contractor is taking to prevent a reoccurrence.
 - (c) Contractor shall reasonably cooperate with County and with law enforcement authorities in investigating any such security breach, at Contractor's expense. Contractor will likewise reasonably cooperate with County and with law enforcement agencies in any effort to notify injured or potentially injured parties.
 - (d) Contractor shall agree to store all data within the United States within a data center with high availability disaster recovery.
 - (e) Backups: Contractor shall offer a minimum of thirty (30) calendar days of backups that can be fully restored.
 - (f) All data must be at 256-bit encryption while in transit or when using share lines.
- i. Contractor shall provide support specialists available Monday through Friday from 8:00 a.m. to 5:00 p.m. PST to assist with account maintenance, supply requests, and issue resolution. County will have access to a forensic advisor and a strategic support manager to consult on all matters tied to case(s) management, and direct access to Contractor's toxicologists, who provide consultation on the particulars of evidence, test recommendations, and result interpretations.
- (1) Contractor shall respond quickly to urgent testing needs or "STAT" cases. Contractor shall provide in person consultations or site visits as necessary and shall provide expert testimony when required.
3. Coroner's Bureau's Requirements:
- a. Compliance & Quality Assurance
 - (1) Contractor shall be in compliance with the guidelines of the Society of Forensic Toxicologists (SOFT), or accredited by ABFT or the College of American Pathologists (CAP).
 - (2) Contractor shall participate in external drug proficiency testing for drugs of abuse through the College of American Pathologists (CAP) and the California Department of Health (DOH) for alcohol in blood.

As indicated by non-compliance results, Contractor shall implement and document corrective actions.

- b. Contractor's laboratory shall provide written reports in support of accreditation for the Coroner's Bureau within 10 business days upon request.
- c. Testing
 - (1) Contractor shall provide for the routine testing of all ethanol and volatiles, major drugs of abuse, major acidic drugs, and all non-esoteric basic drugs, as well as carbon monoxide; with the provision for STAT carbon monoxide testing.
 - (2) Contractor shall test bodily fluids (e.g., blood, saliva, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, muscle, etc.) for the presence or absence of drugs with the exception that certain drug tests may or may not be possible to perform based on the type of bodily fluid/tissue and the condition of the sample at the time of testing. Contractor shall consult with the County on a case-by-case basis if this issue were to arise.
- d. Employee Qualifications
 - (1) Contractor's laboratory shall be under the direction of a person who is qualified by reason of appropriate education and experience to assume the required professional, organizational, education, managerial, and administrative responsibilities. The education and experience shall be comparable to those of persons certified as Fellow or Diplomate by the ABFT.
 - (2) Contractor's chief toxicologist shall be assessable to present proof of formal training and experience in forensic toxicology upon request by County. Contractor's chief toxicologist should hold a relevant doctoral degree from an accredited institution. The chief toxicologist shall be certified by ABFT or certified in toxicological chemistry by the American Board of Clinical Chemistry (ABCC) or the international equivalent.
- e. Preservation & Chain of Custody
 - (1) Contractor shall provide various containers, sealers, and additives/preservative ingredients required by the Coroner's Bureau to preserve and identify samples submitted.

- (2) Contractor shall keep all samples refrigerated or frozen with temperatures between 35 to 38 degrees Fahrenheit (1.7 to 3.3 degrees centigrade) and equipping local couriers with the necessary equipment to keep specimens cool during transit.
- (3) Contractor shall maintain a strict chain of custody which clearly documents the name, date, and time that laboratory personnel handled, inspected, analyzed, stored, or transported biological samples or evidence which are under the Contractor's control from the time biological samples are removed from the Coroner's Bureau and until they are returned to the Coroner's Bureau. All Contractor's laboratory personnel handling of evidence is documented in Contractor's LIMS. A summary of Contractor's process is as follows; however, changes may be allowed as long as the chain of custody process continues to be in line with forensically defensible practices and licensure/certification:
 - (a) Specimen Handling (Receipt Through Storage)
 - (i) Forensic specimens are received at Contractor's laboratory via FedEx or courier. The package is opened in the accessioning area of the Forensic Lab, where the evidence is first inspected for proper packaging by the County (sealed and initialed across the seal). Improperly packaged specimens will be noted. After opening the package, Contractor's laboratory personnel document the case number, donor's name, tube or container type, volumes, any discrepancies between the specimen tube label information and the request form, and any special circumstances in Contractor's LIMS. Thereafter, the LIMS generates and assigns a case number for the package and any evidence contained therein. Bar code labels are produced by the LIMS for each piece of evidence and evidence container, printed out, and affixed accordingly; Contractor's laboratory personnel record their initials and the log-in date on each label for chain of custody purposes.
 - (ii) A Toxicology Case Worklist (TCW) is created for each case. The TCW contains a list of all tests performed in the Contractor's lab. Each test required for the case is checked off. The TCW is then placed in the active cases binder. Evidence tubes and biological specimens are placed in numerical order in the Forensic Evidence Refrigerator; non-biological evidence is stored in a

locked cabinet. The evidence transfer is recorded in the LIMS. Outer packaging is stored in the evidence log-in area.

- (iii) As each test is performed, the Contractor's analyst checks the box on the TCW and initials and dates next to the box. When testing is finished and Forensic Toxicologist review has been completed, evidence is sealed and stored (heat sealed in a bag or original container), dated, initialed, and either placed in the long-term storage freezer for a minimum of fourteen months, returned to locked ambient storage, or returned to the County. Sample storage location/return status will be updated in LIMS. Specimens are usually sealed within five (5) business days from the technical/admin review date. All technical and administrative reviews as well as evidence disposition is recorded on the bottom of the TCW using initials and dates as well as tracked in the LIMS.

(b) Testing Protocols

- (i) Testing performed on specimens within a case will be based on County's request and are noted on the TCW created for the case. For each assay performed on a specimen, the Contractor's analyst dates and initials the test on the TCW and creates a Batch Assay Worklist which includes the date that the assay is performed, the analyst's initials, the type of assay to be done, the case number, the type of specimen to be assayed, the tube number of the specimen to be assayed if the tubes differ in any way, and any dilutions of the specimen that are required to do the assay. Upon completion of the assay, the Batch Assay Worklist is utilized as the first page of the batch data packet, which will also contain data from the calibrators and positive/negative controls run with that particular assay.
- (ii) Once screening tests are complete, confirmation tests to be performed are dictated by which specific drugs or drug classes screened positive. Sample quantity may be a factor in dictating which confirmations are actually completed; if limited sample is available, the Contractor's Laboratory Director and County will communicate to determine which, if any, confirmation testing will be

completed. Contractor shall routinely perform confirmation testing on two different matrices of specimen (e.g. blood and urine) for compliance with ABFT certification standards. If only one specimen type is submitted, confirmations will be carried out in duplicate, when possible.

(c) Documentation

- (i) A TCW form is prepared for each case at the outset, indicating the case number and the required testing to be performed. The TCW for each case is put into a progress binder kept in the Contractor's lab; these are ordered numerically. The TCW is updated during each stage of testing to include dates/initials from the Contractor's analysts performing the assay. Specimens requiring retesting will receive a new TCW that indicates it is a second TCW and updated results will be entered into the LIMS under a new request.
 - (ii) When testing is completed, the TCW is given to a certified toxicologist for preparation of the final data PDF and draft completion in the LIMS. The case is then passed on to the Lab Director or Senior Forensic Toxicologist for technical and administrative review. The reviewer will mark the date on the TCW and put in appropriate receptacle for processing. The final TCW will be scanned and saved in the case file and attached in LIMS under the case images tab. Once the specimen is destroyed or returned to the submitting agency, its disposition is updated in LIMS under the case number.
- (4) Contractor shall preserve all specimens tested for a minimum of five (5) years or as requested by the Alameda County District Attorney. Samples shall be appropriately stored to ensure against loss, contamination, or deleterious change.

f. Transportation

- (1) Contractor shall provide transportation services of specimens to and from the location listed below. The location is subject to change and may be adjusted upon the needs of the Coroner's Bureau. A pickup and delivery schedule shall be created in coordination between the Coroner's Bureau and the Contractor. Pick up of all samples or items

to be tested or inspected by the Contractor shall be required to be picked up at the following location:

Alameda County Sheriff's Office
Coroner's Bureau
2901 Peralta Oaks Court
1st Floor
Oakland, CA 94605

4. Criminalistics' Laboratory's Requirements:

a. Compliance & Quality Assurance

- (1) Contractor shall participate in external drug proficiency testing for drugs of abuse. As indicated by non-compliance results, Contractor shall implement and document corrective actions.
- (2) Contractor shall maintain documentation of adherence to forensic alcohol testing and training as required by Title 17 of the California Code of Regulations.

b. Testing

- (1) Contractor shall provide for the routine testing of all ethanol and volatiles, major drugs of abuse, major acidic drugs, and all non-esoteric basic drugs.
- (2) Contractor shall test blood and urine samples for alcohol and/or drugs and provide related services as requested by the Criminalistics' Laboratory, the ACSO, or the County on a nonexclusive basis.

c. Employee Qualifications

- (1) Contractor's laboratory shall be under the direction of a person who is qualified by reason of appropriate education and experience to assume the required professional, organizational, education, managerial, and administrative responsibilities. The education and experience shall be comparable to those of persons certified as Fellow or Diplomate by the ABFT.
- (2) Contractor's chief toxicologist shall be able to present proof of formal training and experience in forensic toxicology. Contractor's chief toxicologist shall hold a relevant doctoral degree from an accredited institution. The chief toxicologist shall be certified by ABFT or certified in toxicological chemistry by the ABCC or the international equivalent.

d. Preservation & Chain of Custody

- (1) Contractor shall provide sufficient quantities of blood and urine specimen collection kits to the Criminalistics' Laboratory and to designated medical facilities to preserve and identify the samples submitted ensuring a strict chain of custody. All Contractor's laboratory personnel handling of evidence is documented in Contractor's LIMS. A summary of Contractor's process is as follows; however, changes may be allowed as long as the chain of custody process continues to be in line with forensically defensible practices and licensure/certification:
 - (a) Specimen Handling (Receipt Through Storage)
 - (i) Forensic specimens are received at Contractor's laboratory via FedEx or courier. The package is opened in the accessioning area of the Forensic Lab, where the evidence is first inspected for proper packaging by the County (sealed and initialed across the seal). Improperly packaged specimens will be noted. After opening the package, Contractor's laboratory personnel document the case number, donor's name, tube or container type, volumes, any discrepancies between the specimen tube label information and the request form, and any special circumstances in Contractor's LIMS. Thereafter, the LIMS generates and assigns a case number for the package and any evidence contained therein. Bar code labels are produced by the LIMS for each piece of evidence and evidence container, printed out, and affixed accordingly; Contractor's laboratory personnel record their initials and the log-in date on each label for chain of custody purposes
 - (ii) A Toxicology Case Worklist (TCW) is created for each case. The TCW contains a list of all tests performed in the Contractor's lab. Each test required for the case is checked off. The TCW is then placed in the active cases binder. Evidence tubes and biological specimens are placed in numerical order in the Forensic Evidence Refrigerator; non-biological evidence is stored in a locked cabinet. The evidence transfer is recorded in the LIMS. Outer packaging is stored in the evidence log-in area.

- (iii) As each test is performed, the Contractor's analyst checks the box on the TCW and initials and dates next to the box. When testing is finished and Forensic Toxicologist review has been completed, evidence is sealed and stored (heat sealed in a bag or original container), dated, initialed, and either placed in the long-term storage freezer for a minimum of fourteen months, returned to locked ambient storage, or returned to the County. Sample storage location/return status will be updated in LIMS. Specimens are usually sealed within five (5) business days from the technical/admin review date. All technical and administrative reviews as well as evidence disposition is recorded on the bottom of the TCW using initials and dates as well as tracked in the LIMS.

(b) Testing Protocols

- (i) Testing performed on specimens within a case will be based on County's request and are noted on the TCW created for the case. For each assay performed on a specimen, the Contractor's analyst dates and initials the test on the TCW and creates a Batch Assay Worklist which includes the date that the assay is performed, the analyst's initials, the type of assay to be done, the case number, the type of specimen to be assayed, the tube number of the specimen to be assayed if the tubes differ in any way, and any dilutions of the specimen that are required to do the assay. Upon completion of the assay, the Batch Assay Worklist is utilized as the first page of the batch data packet, which will also contain data from the calibrators and positive/negative controls run with that particular assay.
- (ii) Once screening tests are complete, confirmation tests to be performed are dictated by which specific drugs or drug classes screened positive. Sample quantity may be a factor in dictating which confirmations are actually completed; if limited sample is available, the Contractor's Laboratory Director and County will communicate to determine which, if any, confirmation testing will be completed. Contractor shall routinely perform confirmation testing on two different matrices of specimen (e.g., blood and urine) for compliance with ABFT certification standards. If only one specimen type

is submitted, confirmations will be carried out in duplicate, when possible.

(c) Documentation

- (i) A TCW form is prepared for each case at the outset, indicating the case number and the required testing to be performed. The TCW for each case is put into a progress binder kept in the Contractor's lab; these are ordered numerically. The TCW is updated during each stage of testing to include dates/initials from the Contractor's analysts performing the assay. Specimens requiring retesting will receive a new TCW that indicates it is a second TCW and updated results will be entered into the LIMS under a new request.
 - (ii) When testing is completed, the TCW is given to a certified toxicologist for preparation of the final data PDF and draft completion in the LIMS. The case is then passed on to the Lab Director or Senior Forensic Toxicologist for technical and administrative review. The reviewer will mark the date on the TCW and put in appropriate receptacle for processing. The final TCW will be scanned and saved in the case file and attached in LIMS under the case images tab. Once the specimen is destroyed or returned to the submitting agency, its disposition is updated in LIMS under the case number.
- (2) Contractor shall keep the samples frozen or refrigerated with temperature between 35 to 38 degrees Fahrenheit (1.7 to 3.3 degrees centigrade).
 - (3) Contractor shall preserve ALL specimens tested for a minimum of five (5) years or as requested by the Alameda County District Attorney. All samples shall be stored appropriately to ensure against loss, contamination, or deleterious change.

e. Transportation

- (1) Contractor shall provide transportation services of specimens to and from the location listed below. The location is subject to change and may be adjusted upon the needs of the Criminalistics' Laboratory. A pickup and delivery schedule shall be created in coordination between the Criminalistics' Laboratory and the Contractor. For all samples or

items to be tested or inspected by Contractor, pick up will be currently required at the following locations:

- (a) Alameda County Sheriff's Office
Criminalistics' Laboratory
2901 Peralta Oaks Court
Third Floor
Oakland, CA 94605
- (b) California Highway Patrol
21020 Redwood Road
Castro Valley, CA. 94546
- (c) California Highway Patrol
4999 Gleason Road
Dublin, CA. 94568
- (d) California Highway Patrol
2434 Whipple Road
Hayward, CA. 94544
- (e) California Highway Patrol
3601 Telegraph Avenue
Oakland, CA. 94609

5. DELIVERABLES / REPORTS

a. Criminalistics Laboratory requirement:

- (1) Monthly invoice for all services provided to be received no later than 15 days into the following month.
- (2) Laboratory examination reports to be provided to the investigating agency no later than 3 business days after testing is completed. Laboratory examination reports shall be provided to the Criminalistics Laboratory as requested.
- (3) Delivery of all sample containers to specified locations within the County.
- (4) Collection and delivery of all specimens from specified locations within the County to the Contractor's laboratory.

b. Coroner's Bureau requirement:

- (1) Contractor shall provide standard blood tubes, specimen bottles, test requisition forms and shipping/packaging material necessary to collect and send specimens to Contractor's laboratory at no charge. Upon request and at the costs outlined herein, Contractor shall provide additional sampling media and collection devices, including but not limited to: glass sample jars, brass/stainless steel tubes and end caps, amber jars, summa canisters, critical flow orifices, tedlar bags, fibers, sorbent tubes, air sampling pumps, timing devices, impinge solutions, and impingers. Sampling labels, sampling tags, chain-of-custody seals, chain-of-custody forms, and analytical result sheets shall also be provided. There shall be no charge to the County for defective equipment. Contractor will charge for atypical, specialty collection supplies and for any equipment that would be used for the Coroner's own laboratory or storage purposes.
- (2) Contractor shall provide pre-paid overnight FedEx pick-up label to County without additional charge. Contractor can pick up shipment from the County site at no additional charge.
- (3) Contractor's lab report must include a case narrative in the beginning page or on the results summary page of the final report to describe additional comments, additional instructions per County request, events outside of normal procedures, problems or abnormalities during the sample receiving, preparation, analysis and reporting stages. After the case narrative, a sample result summary section must be included that shows analyses that were detected per sample ID. If Contractor includes subcontractors for testing, those results must all be compiled into one standard format, i.e., the subcontractor's report format cannot be in a separate format; it has to be all included in one comprehensive report with those subcontractor results summarized in the sample results section.
- (4) Contractor's reports shall be sent electronically via Contractor's iResults system so that results are made accessible to County staff as soon as possible or followed up with a hardcopy report by e-mailed to County Department within 10 business days.
- (5) In order to maintain transparency, the Contractor's invoices shall include line item detail as to the service provided, including but not limited to test type, description and price.



EXHIBIT B

PAYMENT TERMS

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice. Invoices for the Coroner's Bureau will be submitted to the Coroner's Bureau for review and approval. Invoices for the Crime Laboratory will be submitted to the Criminalistics Laboratory for review and approval. Invoices will be submitted monthly for the previous month's testing services.
2. Contractor shall submit an invoice for services to County for payment on a monthly basis for the previous month's testing services. Invoices may be submitted on a more frequent basis, but with the approval of the Criminalistics Laboratory and the Coroner's Bureau. The County shall not be obligated to pay Contractor for services covered by any invoice if the Contractor presents the invoice to the County more than 180 days after the date the Contractor renders the services, or more than 90 days after this Agreement terminates, whichever is earlier.
3. Total payment under the terms of this Agreement will not exceed the total pool amount of *One Million Five Hundred Thirty Thousand dollars (\$1,530,000)*. This cost includes all taxes and all other charges. Contractor understands and acknowledges that this Agreement is one of a pool of contracts. Contractor understands and acknowledges that it is one of a number of contractors receiving payment for the same or similar services. The parties agree that the total compensation payable to the pool of contractors under the pool of contracts designated by County shall not exceed the pool amount approved by the Alameda County Board of Supervisors.
4. Service Fee Schedule:
 - a. Coroner's Bureau's Fee Schedule:

Item	Description	1 st Year (1/1/22- 12/31/22)	2 nd Year (1/1/23- 12/31/23)	3 rd Year (1/1/24- 12/31/24)
		Cost per Test	Cost per Test	Cost per Test
1	Complete screen with confirmation/levels:	\$207.00	\$211.14	\$217.47

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Procurement Contract No. 22958

	Comprehensive screening with confirmation and quantification of abused drugs, alcohol and other drugs that are in range of high therapeutic to overdose levels. Includes prescription and over-the counter drugs, over 200 drugs and metabolites.			
2	Abused drug screen:	\$49.50	\$50.49	\$52.00
	Cocaine, Opiates, Phencyclidine "PCP", Amphetamines; includes four (4) individual screens (Qualitative screen only with no confirmation)			
3	General drug screen:	\$89.00	\$90.78	\$93.50
	Includes prescription and over-the counter drugs, over 200 drugs and metabolites (Qualitative screen only)			
4	Abused specific drug screen/confirm/level	\$80.00	\$80.00	\$84.05
	Immunoassay, Liquid Chromatography Mass Spectrometer (LCMS), Gas Chromatography Mass Spectrometry (GCMS) screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite (Quantitative). This is a panel. Quote single price for all drugs.			
5	Blood alcohol:	\$69.00	\$70.38	\$72.49
	Blood ethyl alcohol with confirmation in secondary sample (vitreous humor, urine, etc.)			
6	Solvent/volatile:	\$80.00	\$81.60	\$84.05
	Methyl alcohol, isopropyl alcohol, acetone, benzene, chloroform, toluene, etc. with confirmation in secondary sample (vitreous humor, urine, etc.)			
7	Vitreous Panel:	\$78.00	\$79.56	\$81.95
	Sodium, potassium chloride, glucose			
8	Urea Nitrogen:	\$78.00	\$79.56	\$81.95
	Urea nitrogen (vitreous humor, Vitreous Urea Nitrogen (VUN)			
9	Creatinine:	\$78.00	\$79.56	\$81.95
	(Vitreous humor)			
10	Carboxyhemoglobin:	\$80.00	\$81.60	\$84.05
	Percentage (%) saturation of blood by Carbon Monoxide (CO)			
11	Substance Identification:	\$225.00	\$229.50	\$236.39
	Identification and confirmation of drugs in capsule, powders, tablets, fluids, organic material			
12	Tissue preparation:	\$39.00	\$39.78	\$40.97

	Mincing/liquefying preparation of tissue sample (The test will only be needed if preparation would be priced separately from the cost of testing the tissue)			
13	Specific drug screen/confirmation level (one specific analyte to be screened and confirmed)	\$80.00	\$81.60	\$84.05
	(i.e. benzodiazepines, Tetrahydrocannabinol (THC), carisoprodol, etc.)			

b.

Item	Description	Year 1 (1/1/22- 12/31/22) Cost per Test	Year 2 (1/1/23- 12/31/23) Cost per Test	Year 3 (1/1/24- 12/31/24) Cost per Test
1	Fee for testing each additional sample tested or per additional toxicology report for Coroner's complete screen with confirmation/levels: Comprehensive screen with confirmation and quantification of abused drugs, alcohol and other drugs that are in range of high therapeutic to overdose levels. Includes prescription and over-the-counter drugs, over 200 drugs and metabolites. This is for additional specimen or retesting of the same specimen if a confirmation of the original test is required.	\$50.00	\$50.00	\$50.00
2	Fee if specific drug is "NOT DETECTED" for: Specific drug screen/confirmation level immunoassay, LCMS, GCMS screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite when applicable (Quantitative). Fee to determine and quantify a specific drug (base substance) from a compound substance, or for a negative/exoteric drug screen.	\$80.00	\$81.60	\$84.05

C.

Item	Description	Unit of Measure	1 st Year (1/1/22-12/31/22)	2 nd Year (1/1/23-12/31/23)	3 rd Year (1/1/24-12/31/24)
			Unit cost	Unit Cost	Unit Cost
1	Glass sample jars	EA	\$81.58	\$83.21	\$ 85.70
2	Brass/stainless steel tubes and end caps	EA	\$73.20	\$74.66	\$76.90
3	Amber jars	EA	\$148.06	\$151.02	\$155.55
4	Summa canisters	EA	\$603.60	\$615.67	\$634.14
5	Critical flow orifices	EA	\$142.80	\$145.66	\$150.03
6	Tedlar bags	EA	\$547.20	\$558.14	\$574.89
7	Fibers	EA	\$1,104.00	\$1,126.08	\$1,159.86
8	Sorbent tubes	EA	\$215.09	\$219.39	\$225.97
9	Air sampling pumps	EA	\$2,985.86	\$3,045.58	\$3,136.95
10	Timing devices	EA	\$591.47	\$603.30	\$621.40
11	Impinge solutions	EA	\$147.60	\$150.55	\$155.07
12	Impingers	EA	\$131.39	\$134.02	\$138.04
13	Sampling labels, sampling tags, chain-of-custody seals, chain-of-custody forms, analytical result sheets	EA	\$87.17	\$88.91	\$91.58

d. Criminalistics' Laboratory Fee Schedule

Item	Description	1 st Year (1/1/22 – 12/31/22)	2 nd Year (1/1/23 – 12/31/23)	3 rd Year (1/1/24 – 12/31/24)
		Cost per Test	Cost per Test	Cost per Test
1	Forensic blood alcohol tests	\$45.00	\$45.90	\$47.28
2	Drug of Abuse Screen (4 Drugs) for screen only with no confirmation - Amphetamines/Methamphetamine (Urine/Blood) – includes Methylenedioxyamphetamine (MDA), Methylenedioxymethamphetamine (MDMA), Cocaine & Metabolite Urine/Blood); - Opiates (Urine/Blood) – includes morphine, codeine, 6-Monoacetylmorphine (6MAM), hydrocodone, hydromorphone; - Phencyclidine “PCP” (Urine/Blood)	\$39.00	\$39.78	\$40.97
3	General drug screen (when required after drugs of abuse screen) - Includes antihistamines, barbiturates, benzodiazepines tricyclic antidepressants, propoxyphene, carisoprodol and other description drugs)	\$86.00	\$87.72	\$90.35
4	Single Enzyme Linked Immunosorbent Assay (ELISA) drug screen (to name a few: cannabinoids, opiates, PCP, amphetamine, barbiturates, methamphetamine, cocaine/BE, benzodiazepines, flunitrazepam, buprenorphine, digoxin, spice, fentanyl, oxycodone, tricyclic antidepressants, tramadol, carisoprodol, methadone, zolpidem, fluoxetine, setralaine.) (Quote single price for all drugs)	\$31.00	\$31.62	\$32.57
5	Single drug confirmation/level (drugs of abuse)	\$ 53.00	\$54.06	\$ 55.68
6	Specific drug screen/confirmation level (one specific analyte to be screened and confirmed) (i.e. benzodiazepines, Tetrahydrocannabinol (THC), carisoprodol, etc.)	\$81.00	\$82.62	\$85.10



EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The 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.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) \$2,000,000 aggregate Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease

D

Endorsements and Conditions:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed on behalf of the Grantee. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance. Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled 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 work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** Commercial General Liability insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 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.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.



EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Redwood Toxicology Laboratory, Inc.

PRINCIPAL: Mary Tardel **TITLE:** Director – Government Services

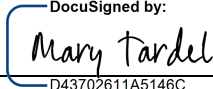
SIGNATURE:  **DATE:** 11/29/2021



EXHIBIT E

COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



EXHIBIT F

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR: Redwood Toxicology Laboratory, Inc.

PRINCIPAL: Mary Tardel TITLE: Director – Government Services

SIGNATURE:  DATE: 11/29/2021