



## County of Solano Standard Contract

CONTRACT NUMBER:  
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBOBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

**Technical Resource Management, LLC dba Cordant Health Solutions**

CONTRACTOR'S NAME

2. The Term of this Contract is:

**July 1, 2019 through June 30, 2022**

3. The maximum amount of this Contract is:

**\$750,000**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

The Contract was made on July 1, 2019.

CONTRACTOR	COUNTY OF SOLANO	
<b>Technical Resource Management dba Cordant Health Solutions</b>	<i>Bryd E. Castle 6/12/19</i>	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE DATED	
<i>Amanda Gibbs</i>	6/5/2019	
SIGNATURE	DATED	
<b>Amanda Gibbs</b>	COUNTY ADMINISTRATOR	
PRINTED NAME	TITLE	
<b>Vice President &amp; General Manager – Behavioral Health Business Unit</b>	<b>475 UNION AVENUE</b>	
TITLE	ADDRESS	
<b>1760 E. Route 66, Suite 1</b>	<b>FAIRFIELD CA 94533</b>	
ADDRESS	CITY STATE ZIP CODE	
<b>Flagstaff</b>	<b>AZ</b>	<b>86004</b>
CITY	STATE	ZIP CODE
Approved as to Content:		
<i>Douglas Morris 6/6/19</i>		
DEPARTMENT HEAD OR DESIGNEE DATED		
Approved as to Form:		
<i>Ami Bunting June 6 2019</i>		
COUNTY COUNSEL DATED		

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

1. Provide County with forensic urinalysis drug screening services of specimens from adult and juvenile probationers and other offenders receiving County supervision services (Clients) for the detection of illegal substances.
  - A. Initial Drug Screen
    - (1) Initial Lab Screen. Contractor shall perform the initial immunoassay drug screen at the Contractor's lab located in Flagstaff, AZ utilizing one of the following screening methods: EMIT (Enzyme-Multiplied Immunoassay Technique), EIA (Enzyme Immunoassay), CEDIA (Cloned Enzyme Donor Immunoassay), or ELISA (Enzyme-Linked Immunosorbent Assay) methods.
    - (2) Standard 5-Panel Drug Screen. Contractor shall perform a standard 5-panel drug screen on each Client reporting to be tested. The standard 5-panel screen will test for Amphetamines/Methphetamines, Marijuana (THC) metabolite, Cocaine, Opiates, and Ethyl glucuronide (ETG).
    - (3) Test for Other Drugs. As directed by County, Contractor shall perform an additional screen for one or more of the following: Benzodiazepine, Barbiturates, Methadone, Phencyclidine, Propoxyphene, and/or other agreed upon substances.
    - (4) Positive Determination. Contractor shall employ industry standard concentration cutoff levels to determine whether specimen is positive or negative for a specific drug or class of drugs. The concentration cutoff levels are incorporated by this reference and attached as Attachment A-1.
    - (5) Validity Testing. Contractor shall perform a creatinine test on all specimens tested, as well as a basic adulteration check (any specimen abnormalities will be noted on the test result report). If the creatinine level is less than 5 mg/dL, a specific gravity test will automatically be run. At the request of the County, Contractor will perform an extended adulteration check which includes oxidants, specific gravity, and pH.
  - B. Optional Instant Read Devices. If directed by the County, Contractor will use a urine cup instant read device or an oral swab instant read device to perform the initial drug screen. The urine instant read cup will include THC, Cocaine, Opiates, Amphetamine, and Methamphetamine. Single drug dip test strips are available for testing of additional drugs. The oral fluid instant read device will include THC, Cocaine, Opiates, Amphetamine, Methamphetamine, and PCP.
  - C. Optional Oral Fluid Lab Testing. If directed by the County, Contractor will use an oral fluid collection device and submit the specimen for lab-based testing utilizing EIA (Enzyme Immunoassay) methods.
  - D. Confirmation Testing
    - (1) Liquid Chromatography/Tandem Mass Spectrometry. Contractor shall use Liquid Chromatography/ Tandem Mass Spectrometry (LC/MS/MS) technology and equipment, set at industry standard concentration cutoff levels, to perform a confirmation test on all initial positives.
    - (2) Positive Determination. Contractor shall employ industry standard concentration cutoff

levels to determine whether initial positive is confirmed for a specific drug. The concentration cutoff levels are incorporated by this reference and attached as Attachment A-1.

2. Perform specimen collection services at the Fairfield, Sullivan Center and Vallejo Probation sites listed below:

Solano County Probation (Main)  
475 Union Avenue  
Fairfield, CA 94533

Sullivan Center (Youth)  
2195 Union Avenue  
Fairfield, CA 94533

Solano County Probation  
321 Tuolumne Street, 2<sup>nd</sup> Floor  
Vallejo, CA 94590

#### A. Staffing

Given the requirement of same gender observation and collection for urine specimens, Contractor shall provide male and female employees to cover the hours mutually agreed upon by Contractor and Department. Male collectors shall be available 42.5 hours a week and female collectors shall also be available 42.5 hours a week.

#### B. Service Days and Hours

Contractor shall primarily provide service weekdays and possibly weekends, excluding County holidays, during mutually agreed upon open testing hours. Contractor shall determine employee start and end times allowing ample time for preparation and closing procedures. Periodically, Contractor may be requested to provide service weekends to assist County in eliminating perceived "safe periods" to use drugs.

Department shall notify Contractor one month in advance the scheduled testing days and hours.

#### C. Emergencies and Leave

In the event emergencies arise (e.g., sickness), Contractor shall immediately notify Supervising Deputy Probation Officer or designee and make every effort to provide service, including sending replacement personnel. In addition, Contractor shall schedule replacement personnel to accommodate employee leave requests (e.g., medical/dental/eye appointments, vacation leave, etc.) and notify Supervising Deputy Probation Officer of the change at least three business days preceding the leave event or as time allows.

3. Complete documented chain-of-custody forms from point of collection until the disposal of specimen for each positive specimen. An electronic chain of custody (COC) form will be printed from Sentry for each specimen collection. Client demographic information and account information is pre-populated on the COC form. The collector and client will sign the COC form, the collector will mark on the COC form that the specimen was directly observed and if the temperature was within the acceptable range. The client will initial and date the security seal once it has been affixed to the specimen vial. The peel-off security seal, which is placed over the specimen vial, has a barcode on it that matches the barcode on the COC form. The bottom portion of the Sentry COC form provides a perforated tear-off receipt that can be given to the client as a record of the collection. The specimen and fully completed COC form will then be placed in the individual specimen bag and then placed in the larger transport bag to be picked-up by FedEx for overnight delivery to Cordant.
4. Transport specimens from all County collection sites to Contractor laboratory by use of an overnight delivery common carrier (e.g., FedEx) as follows:
  - Fairfield: M,W,F
  - Vallejo: M,TH
  - Sullivan: W, F
  - Juv Hall: M,Th

The transport bag or box will have a pre-paid label attached to it that is addressed to Contractor. Each label has a unique number associated with it for tracking purposes. In the event a specimen collection is performed after FedEx has arrived, those specimens will be included in the pick-up on the next business day.

5. Communicate all test results to County through mutually satisfactory methods for the exchange of information.
  - A. Presumptive Results
    - (1) Negative. All negative results from lab based testing will be available in the web-based system (Sentry) within 24 hours from receipt of the specimen at the lab. All negative results from initial instant-read drug screens shall be available in the web-based system (Sentry) by end of day of specimen collection date.
    - (2) Positive. Presumptive positive results that are tested in the lab will automatically be confirmed via LC/MS/MS. All positive results from initial instant-read drug screens shall be available in the web-based system (Sentry) by end of day of specimen collection date.
  - B. Contractor shall report confirmation results from LC/MS/MS confirmatory testing of initial positives within forty-eight (48) hours of specimen arrival at the Contractor's laboratory. Results will be posted to the web-based system (Sentry). Notifications will be set-up within Sentry to automatically send e-mail alerts to the appropriate County personnel for positive test results.
  - C. Contractor's web-based system (Sentry) will provide alerts regarding abnormal results, collection violations via email and in-application alerts.
  - D. Contractor shall provide and/or make available through an online web-based method, standard and limited customized reports from its Laboratory Information Management System (LIMS) and web-based system (Sentry). Standard reports include, but are not limited to, Client demographics, result summary, detail listing of drugs tested, cutoffs and results,

statistical, correlation, and trend reports, random selection reports, caseload reports on entire caseloads or at the group level, complete client compliance reports, and audit logs. Contractor shall consider all County requests for customization; however, customization shall be at the Contractor's discretion.

- E. All results shall be noted individually as positive or negative.
- F. Contractor's web-based system (Sentry) shall simultaneously and automatically make available results to various authorized parties.
- G. Interface with eProbation:

Contractor to work with County to create a bi-directional interface between Sentry and eProbation. This will enable data that is input in Sentry to synchronize into the data fields in eProbation. This will also enable a client setup in eProbation to synchronize into data fields in Sentry.

- 6. Provide all drug screening products necessary in the performance of Contractor's responsibilities including, but not limited to, urine collection cups, chain of custody forms, shipping supplies, and miscellaneous supplies. Contractor will provide a printer for printing the electronic chain of custody forms.
- 7. In response to court orders, subpoenas, or County requests, Contractor shall appear in court to provide expert and/or foundation testimony. Court orders, subpoenas, or County requests must be received by Contractor a minimum of two (2) weeks prior to the date the information or testimony is needed. Contractor's litigation support services require a confirmed positive result. Collection staff, courier, and laboratory director may be needed for chain-of-custody and evidence matters; while chemists and the laboratory director may be needed for analysis and interpretation of result matters. With court approval, Contractor may satisfy this provision through video or tele-conference testimony or by receipt of sworn deposition or affidavit.
- 8. Contractor's response to County's Request for Proposals for Drug Screening Services (RFP# 952-1017-19A) is incorporated by this reference and made a part of this Agreement. Contractor shall be responsible for all duties included in its response not otherwise listed in Exhibits A or D.

**County shall be responsible for the following:**

- 1. Establish service locations and days and hours of service required. Probation shall notify Contractor in writing of any changes related to service hours or days required within fifteen (15) days of scheduled change, provided that any change in hours does not increase aggregate hours agreed to and change in days does not create staffing conflicts. In addition, Probation shall notify Contractor in writing of any changes related to service locations one (1) month prior to relocation.
- 2. Provide Contractor with closed restrooms to perform urine catch services. In addition, County shall schedule and assume responsibility for any required maintenance related to the restrooms.
- 3. Provide Contractor with a secured office, including office furniture and a computer, to complete paperwork, maintain inventory of drug testing materials, and safeguard urine specimens.
- 4. Observe, collect, package, and secure urine specimens from Clients during non test hours (e.g., DPO tests client during appointment) or locations (e.g., Juvenile Hall, New Foundations, field tests, etc.).

5. Notify Contractor if Contractor's on-site employees do not show within one (1) hour subsequent to start time.
6. Assist Contractor in urine collection process when Client's behavior represents it and/or when Client is in need of language interpreter services.
7. Provide Contractor with a list of County holidays.
8. Provide Contractor with building evacuation plans for the Fairfield, Sullivan Center and Vallejo offices.
9. Designate a County representative to exercise final approval for all items where County approval is required.

**DRUG CUTOFF CONCENTRATION LEVELS**

## Flagstaff Lab Urine Testing Menu

Description	Screen Cut Off	Method of Analysis	Confirmation Cut Off	Method of Analysis
Amphetamines/Methamphetamine	1000 ng/mL	EMIT	250/500 ng/mL	LC-MS/MS
Methamphetamine (D/L)	n/a	n/a	20%	Send out GC/MS
MDMA	500 ng/mL	EIA	250 ng/mL	LC-MS/MS
Barbiturates	300 ng/mL	EMIT	300 ng/mL	LC-MS/MS
Opiates-300	300 ng/mL	EMIT	300 ng/mL	LC-MS/MS
Opiates-2000	2000 ng/mL	EMIT	2000 ng/mL	LC-MS/MS
Oxycodone	300 ng/mL	EIA	300 ng/mL	LC-MS/MS
Heroin metabolite (6-AM)	10 ng/mL	EMIT	10 ng/mL	LC-MS/MS
Cannabinoids	50 ng/mL	EMIT	15 ng/mL	LC-MS/MS
Cocaine	300 ng/mL	EMIT	150 ng/mL	LC-MS/MS
Benzodiazepines	300 ng/mL	EMIT	100 ng/mL	LC-MS/MS
Methadone	300 ng/mL	EMIT	300 ng/mL	LC-MS/MS
Propoxyphene	300 ng/mL	EMIT	300 ng/mL	Send out LC-MS/MS
Phencyclidine	25 ng/mL	EMIT	25 ng/mL	LC-MS/MS
LSD	0.5 ng/mL	ELISA	0.1 ng/mL	Send out LC-MS/MS
Methaqualone	300 ng/mL	EIA	300 ng/mL	Send out LC-MS/MS
Gabapentin	1000 ng/mL	EIA	500 ng/mL	LC-MS/MS
TCA-Tricyclic Antidepressants	300 ng/mL	EMIT	25 ng/mL	Send out LC-MS/MS
Ketamine	100 ng/mL	EIA	100 ng/mL	Send out LC-MS/MS
Meperidine	200 ng/mL	EIA	100 ng/mL	Send out LC-MS/MS
Tramadol	200 ng/mL	EIA	100 ng/mL	LC-MS/MS
Buprenorphine	5 ng/mL	EIA	5 ng/mL	LC-MS/MS
Zolpidem	20 ng/mL	EIA	10 ng/mL	LC-MS/MS
Fentanyl	2 ng/mL	EIA	1 ng/mL	LC-MS/MS
Carisoprodol	100 ng/mL	EIA	100 ng/mL	LC-MS/MS
Ethyl Glucuronide	500 ng/mL	EIA	500 ng/mL	LC-MS/MS
Rohypnol	300 ng/mL	EMIT	100 ng/mL	Send out LC-MS/MS
Cotinine	500 ng/mL	ELISA	2.5ng/mL	Send out LC-MS/MS
Ethanol	0.02%	EA	0.02%	GCFID
pH	Normal/abnormal	pH Meter	n/a	n/a
General Oxidants	50 ug/mL	EA	n/a	n/a
Creatinine	20.0 mg/dL	EA	n/a	n/a
Glucose	Absent/Present	EA	n/a	n/a
Uric Acid	Normal/abnormal	EA	n/a	n/a
Specific Gravity	Normal/abnormal	EA	n/a	n/a
Dextromethorphan	25 ng/mL	ELISA	2.5ng/mL	Send out LC-MS/MS
Spice - JWH018 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - JWH072 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - JWH073 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - 5-F ADB M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AKB48 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AM2201 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - MAM2201 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - UR144 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - UR144 PYRO M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - 5F-PB-22 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS

Description	Screen Cut Off	Method of Analysis	Confirmation Cut Off	Method of Analysis
Spice - PB-22 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-CHMINACA M2	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-CHMINACA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-FUBINACA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-FUBINACA M3	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-PINACA PA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - MAB-CHMINACA M2	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - ADBICA NPA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - ADB-PINACA PA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - MAB-CHMINACA M11	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - XLR11 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - BB-22 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - 5F-AMB M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - MDMB-FUBINACA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Kratom-Mitragynine	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Designer Stimulants—MDPV	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS
Designer Stimulants—Mephedrone	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS
Designer Stimulants—Cathinone	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS
Designer Stimulants—Methcathinone	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS
Designer Stimulants—Alpha-PVP	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS

## Flagstaff Lab Oral Fluid Testing Menu

Description	Screen Cut Off	Method of Analysis	Confirmation Cut Off	Method of Analysis
Amphetamine/Methamphetamine	50 ng/mL	EIA	10 ng/mL	LC-MS/MS
Methamphetamine (D/L)	n/a	n/a	20%	Send out LC-MS/MS
MDA/MDMA/MDEA	n/a	n/a	10 ng/mL	LC-MS/MS
Ecstasy	50 ng/mL	EIA	n/a	n/a
Barbiturates	50 ng/mL	ELISA	20 ng/mL	Send out LC-MS/MS
Buprenorphine	5 ng/mL	EIA	2.5 ng/mL	Send out LC-MS/MS
Opiates	40 ng/mL	EIA	10 ng/mL	LC-MS/MS
Cannabinoids	4 ng/mL	EIA	1.0 ng/mL	LC-MS/MS
Cocaine	20 ng/mL	EIA	4 ng/mL	LC-MS/MS
Benzodiazepines	20 ng/mL	EIA	1 ng/mL	Send out LC-MS/MS
Methadone	50 ng/mL	EIA	10 ng/mL	LC-MS/MS
Oxycodone	40 ng/mL	EIA	10 ng/mL	LC-MS/MS
Propoxyphene	40 ng/mL	ELISA	4 ng/mL	Send out LC-MS/MS
Phencyclidine	10 ng/mL	EIA	4 ng/mL	LC-MS/MS
Ethanol	0.02%	EA	0.02%	GCFID
Cotinine	n/a	n/a	2.5 ng/mL	Send out LC-MS/MS
Spice	2 ng/mL	Send out LC-MS/MS	n/a	n/a
ETS Only	2.5 ng/mL	Send out LC-MS/MS	n/a	n/a

**EXHIBIT B**  
**PAYMENT PROVISIONS**

**1. TOTAL COMPENSATION**

Maximum compensation for drug screening services **shall not exceed \$750,000**. Compensation shall include payment for services rendered in accordance with Exhibit A payable in arrears for fees incurred, plus reasonable travel expenses (e.g., airfare, lodging, car rental and food).

The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of tests that shall be required.

**2. CALCULATION OF PER INITIAL DRUG SCREEN AND CONFIRMATION TEST PRICES**

Contractor shall reveal to County the breakdown of the per drug screen service price submitted in Contractor's response to RFP 952-1017-19A, including but not limited to labor cost, supplies expense, transport expense, equipment cost, and administrative cost.

**3. SALES TAX**

Contractor shall be responsible for timely payment of all applicable state and local sales taxes, on the County's behalf, to the California State Board of Equalization. Contractor shall provide County with a copy of sales tax form submitted within ten (10) days of submission. In the event of a change in the sales tax rate, the weekly invoice shall reflect the changed rate.

**4. TRAVEL EXPENSE**

Reimbursement for lodging, meals and incidental travel expenses shall equal the applicable County per diem rates in effect at the time of travel.

**5. PENALTY**

Contractor shall credit monthly invoice for the testing fees associated with a specimen for each instance Contractor breached the chain-of-custody procedures that result in a "fatal flaw" in a court of law. The "fatal flaws" that apply to this provision are: missing donor signature or initials, chain of custody form and specimen seal do not match, specimen seal is broken, misapplied seal or missing seal, and no identification on the seal.

**6. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, in accordance with the "Budget" attached to this Contract as Attachment B-2 and incorporated by this reference, pay Contractor monthly in arrears for services rendered the prior month, up to the maximum amount provided for above.

Contractor's failure to submit required supporting documentation with invoice will result in payments being withheld until documentation is received, reviewed and reconciled, allowing the County to approve invoice.

**7. PRICING**

The payment rates enumerated in Attachment B-2 are firm for the initial contract period, July 1, 2019 through June 30, 2022, and are not subject to escalation for any reason unless amended.

**8. PRICING ADJUSTMENT**

If the Contractor cannot provide replacement personnel to cover an employee's absence and oral fluid panels must be utilized for opposite sex collection, those oral fluid panels will be priced out at the urine panel rate.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	<b>\$1,000,000</b>	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	<b>\$1,000,000</b>	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	<b>\$1,000,000</b>	per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**F. Other Insurance Provisions**

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

**G. Waiver of Subrogation**

- (1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

**H. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

**I. Verification of Coverage**

- (1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
- (3) County must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**8. BEST EFFORTS**

Contractor represents that Contractor will at all time faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

**9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

**10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or a claim for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## 11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## 12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts that complies with generally accepted accounting principles;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

### 13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

<b>Applicable Cost Principles and Administrative Requirements</b>		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
<b>CFR (Code of Federal Regulations)</b> <b>OMB (Office of Management and Budget)</b>		
<b>Related URLs:</b>		
• Various OMB Circular:		<a href="http://www.whitehouse.gov/omb/grants_circulars">http://www.whitehouse.gov/omb/grants_circulars</a>
• Code of Federal Regulations:		<a href="http://www.gpoaccess.gov/CFR">http://www.gpoaccess.gov/CFR</a>

#### **14. CONFIDENTIALITY**

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.
- B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.
- C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.
- D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.
- E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

#### **15. CONFLICT OF INTEREST**

- A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.
- B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### **16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

#### **17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

#### **18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

#### **19. INSPECTION**

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

## **20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## **21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

## **22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

## **23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

## **24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

## **26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

## **27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

### **30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

### **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

### **32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by

other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

**35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation shall be an ongoing representation during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

**36. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original signature.

**37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

**38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. ADDITIONAL CONTRACTOR REQUIREMENTS**

**A. Specimen Storage and Retention**

- (1) **On-Site Storage.** Contractor shall provide a locked, tamper evident container to house collected specimens until transport occurs.
- (2) **Positive Samples.** Contractor shall store all presumptive positive samples received by Contractor's laboratory in a temporary refrigerated storage area until the sample can be confirmed and confirmed positive samples shall be stored in a locked freezer for a minimum of one year.
- (3) **Negative Samples.** Contractor shall dispose negative samples tested at the Laboratory after seven (7) days. Contractor shall immediately dispose of all instant-read negative samples, unless Contractor suspects sample has been adulterated or diluted in which case Contractor shall send "negative" sample to Contractor's laboratory for further analysis.
- (4) **Disposal.** Contractor shall properly dispose of all testing materials and specimens in accordance with policy and procedures established by County and all applicable laws and regulations.

**B. Records**

Contractor shall keep complete and accurate records and maintain all records in its Laboratory Information Management System (LIMS).

- (1) **Retention.** Contractor shall retain all records for the greater of a period equal to the current statute of limitations or five years after termination or expiration of the Contract.

**C. Confidentiality of Records**

- (1) **Standards.** Contractor shall maintain strict standards of confidentiality of records in accordance with the law and ethical standards and shall take all necessary steps to safeguard the confidentiality of such material or information. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the County or acquired by the Contractor on behalf of the County shall be regarded as confidential.
- (2) **Limitations.** Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the County to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the County's information; or, disclosed by the County to others without restrictions against disclosure.
- (3) **Fulfillment.** Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the County's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.
- (4) **Survival.** It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

**D. Emergency Plan**

Assist County in updating its emergency plan for continued drug screening services in the event of an unusual occurrence (e.g., concerted labor actions including strikes, riots, extended power failures or equipment breakdowns) or natural disaster (e.g., earthquake, flood, or fire). It cannot be assumed that Contractor will be expected to provide services under any circumstances as the severity of the disruption/emergency may make service impossible. The plan will undergo annual review.

E. Professional Attire

Contractor shall establish appropriate professional attire standards commensurate with industry standards, as well as County Attire Policy, and Contractor on-site personnel shall comply with those standards at all times while on duty.

F. County Policy and Procedures

Contractor shall adhere to all applicable County policies and procedures including but not limited to drug screen service, security, and health and safety standards.

**2. ADDITIONAL CONTRACTOR WARRANTIES**

A. Conditions of Employment

- (1) Criminal Background Check. Contractor represents that its employees have completed and passed a pre-employment criminal background check, including being fingerprinted, and that employees have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude. At County's expense and choice of location, Contractor employees may be required to complete a live-scan criminal background check with both County and Contractor named as recipients of any updates.
- (2) Physical. Contractor represents that its employees receive appropriate immunizations and screenings as required by law. Contractor further represents that its employees have no physical limitations which would prevent the employee from performing their duties.

B. Notification Concerning Employees

- (1) Arrest or Criminal Investigation. Contractor represents it shall notify County immediately when a Contractor employee is arrested or is under criminal investigation, but in no event less than twenty-four hours after Contractor's knowledge of arrest or investigation.
- (2) Employee Change. Contractor represents it shall notify County immediately of any pending Contractor employee transfer or removal, but in no event less than forty-eight hours after Contractor's decision to transfer or terminate employee. The County reserves the right to reject any employee candidate without cause.

C. Licensure and Certification

- (1) Laboratory. Contractor's laboratory is accredited by the College of American Pathologists' Forensic Drug Testing Accreditation Program and the Clinical Laboratory Improvement Act of 1988 by the Centers for Medicare and Medicaid Services. Contractor represents that it shall maintain certification or accreditation throughout the term of this Contract equal to certification or accreditation at the time of award.
- (2) Personnel. Should Contractor employ licensed or certified employees, Contractor represents that its licensed or certified employees are in good standing with their respective licensing/certification boards and associations. Copies of appropriate credentials shall be on file with Contractor where they are available for review. Contractor shall periodically review employee credentials and require updated copies to ensure credentials on file remain current.

D. California Law and Confidentiality Specific to Probationers

Contractor represents that Contractor is knowledgeable of the Code sections listed below related to confidentiality of records.

Code	Section	Relation
Penal Code	1203.5, 1203.10	reports
	11105 et seq, 13300 et seq	criminal offender records

	502	misuse of computer systems
Welfare & Institutions Code	827	juvenile court / CPS records
	5328	mental health records
	10850, 17006	public social services
Civil Code	56	medical records
Health & Safety Code	11977, 42USC section 290dd 42CFR section 2.12 et seq	drug treatment records
Evidence Code	1012 et seq	psychological records
	1040 et seq	official information

**E. Specimen Collection**

Contractor represents that collection protocols shall adhere to the Observed Collection Procedure attached to this Contract as Attachment D-3 and incorporated by this reference.

**F. Facility Rules and Regulations**

Contractor represents that its on-site employees have read and understand County policy and procedures related to the Facility and agree to abide by all applicable rules and regulations.

**3. SPECIAL RESPONSIBILITIES OF CONTRACTOR**

**A. Licenses, Permits and Fees**

- (1) **Business License**. Contractor shall secure, and maintain throughout the term of this Contract, a business license, if required, in accordance with the laws of this State, including applicable provisions in the California Business and Professions Code.
- (2) **Other Licenses and Permits**. Contractor shall secure, and maintain throughout the term of this Contract, all other federal, state, and local licenses, permits, approvals, certificates, waivers, and exemptions necessary for drug screening services covering Contractor and each of Contractor's business locations.
- (3) **Fees**. Contractor is financially responsible for all fees associated with the aforementioned licenses and permits.

**B. On-site Inventory**

Contractor shall purchase and maintain, at each location, instant-read drug screen devices, mailing containers, and miscellaneous supplies in quantities to support normal operations of services under this Contract. Contractor shall conduct periodic inventories as part of ordering process and for identification of expired supplies.

**C. Quality Control**

- (1) **Internal**. Contractor shall maintain a Quality Improvement Plan designed to identify and correct deficiencies throughout the laboratory process as required by certifying agencies. Contractor shall continue to maintain a Quality Control Department to monitor procedures and control activities. Contractor's Quality Control Officers shall facilitate periodic Quality Improvement Employee Meetings to disseminate information and solicit suggestions to resolve issues.
- (2) **External**. Contractor's laboratory undergoes annual reviews and audits performed by in accordance with the guidelines set forth by the College of American Pathologists. In the event of findings, Contractor shall prepare and carry out an appropriate corrective action plan.

**D. Communication**

- (1) **Contractor Personnel**. Contractor shall communicate applicable drug screen policy and

procedures and other information to Contractor employees through use of training materials via classroom instruction or self-study CD and online, interactive web topics.

(2) County Staff. Contractor shall communicate applicable drug screen procedures to County staff through use of training materials via classroom instruction, or self-study CD and online, interactive web topics. Additionally, Contractor shall communicate information through use of a phone hotline and e-mail messages.

**E. Equipment**

Contractor shall maintain an equipment maintenance log for all Contractor laboratory equipment and perform all necessary maintenance and calibration procedures.

**F. Hazardous Waste**

Establish and maintain a log of hazardous materials to comply with all laws, regulations and industry standards related to the use, storage, and handling of such hazardous materials or substances.

**4. ADDITIONAL INSURANCE**

A. Professional malpractice insurance of all activities of Contractor (and its subcontractors) arising out of or in connection with this Agreement in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than three (3) years following the completion of work under this Agreement.

**5. LICENSURE**

Notwithstanding section 3.A. above, County shall secure and pay for all federal, state and local licenses, permits and fees required for drug screening operations associated with County-owned locations.

**6. OWNERSHIP OF DRUG SCREENING PRODUCTS**

All instant-read drug screen devices, containers, and miscellaneous supplies purchased by Contractor shall remain the property of Contractor.

**7. CONTRACT MONITORING**

County and Contractor shall meet quarterly, in-person or via video conferencing, on mutually agreed upon dates and times, to review services provided in relation to scope of Contract including status of County goals and objectives, review monthly reports, and resolve any operational issues.

**8. INGRESS AND EGRESS**

Contractor employees shall enter and exit all County facilities through the front lobby door and may be required to pass through the County's walk-through metal detectors upon entering.

**9. CLEARANCE REQUIREMENTS**

A. Upon requesting entrance into the County facility or anytime they are within the security perimeter of the facility, Contractor employees will be subject to search of their person and/or their personal belongings.

B. While inside the facility, Contractor employees must wear authorized identification badges that include an employee photo in a visible manner. Employees who fail to display their ID badge may be denied access to the facility.

C. Contractor employees that are suspected of being under the influence of alcoholic beverages or drugs will be denied access to the facility.

D. Items prohibited from being brought into the facility include, but are not limited to, weapons, alcoholic beverages, or drugs.

**10. EMERGENCY AUTHORITY**

In an emergency situation at the County facility, any Contractor employees on the premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the facility grounds.

**11. REPORT ACCIDENTS AND UNSAFE CONDITIONS**

Contractor shall report any accident or unsafe condition to County immediately as Contractor becomes aware.

**12. PUBLIC STATEMENTS**

Contractor shall refrain from making public statements related to County's drug screen service program without first consulting with County. County shall initiate all press releases.

**13. CERTIFICATIONS AND ASSERTIONS**

**A. Child/Adult Abuse**

Contractor shall execute the form attached as Attachment D-1 to certify that Contractor has read and understand the requirements of California Penal Code section 11166.

**B. Communication and Interpersonal Relations with Inmates**

Contractor shall require each employee and volunteer performing services execute the form attached as Attachment D-2 to certify that they have read and understand the policy set forth by the County.

**14. DEPARTMENT CLOSURE**

Should it be necessary for County to discontinue operations of the Solano County Probation Department for any reason, this Contract shall become null and void.

**15. IMPROPER USE OF COUNTY FACILITIES AND EQUIPMENT**

Without the express written consent of County, Contractor shall not use County facilities and equipment for any purpose outside the scope of this Contract.

**16. PROPERTY INSURANCE, DAMAGE AND REPLACEMENT**

Except for damage arising out of Contractor's gross negligence, County assumes all liability for County equipment under Contractor's use and control during its performance under this contract. County equipment is covered under the County's self-insurance plan. In the event that property damage arose from Contractor's gross negligence, Contractor shall assume all financial liability for the aforementioned County equipment. Contractor's liability shall be limited to the lower of equipment's fair market value prior to the damage or current replacement cost. In the event that County equipment is stolen, damaged, broken or obsolete, County shall consult with Contractor to assess program needs. At County's discretion, the equipment shall be repaired, replaced, and/or designated for surplus. Except for damage arising out of Contractor's gross negligence, County is responsible for all repair, transportation, and/or shipping costs related to repair and replacement of equipment.

**17. OTHER PURCHASES**

Whenever practical, Contractor shall assist County, through use of Contractor's buying power, to purchase goods at a discounted price to include an acceptable agreed upon markup percentage not to exceed ten percent. Any requested purchase outside the scope of this Contract shall be considered a separate transaction and require a purchase order from County.

**18. CONTRACT TRANSITION PERIOD**

Should this Contract not be renewed with Contractor through subsequent Request for Proposal

award, then prior to expiration of this Contract, Contractor shall work with County and future service provider to develop a County-acceptable transition plan to address staffing, purchasing, inventory, and other issues that may impede or interrupt the continued flow of services.

**19. END OF CONTRACT**

At the expiration of this Contract, Contractor shall account for all County equipment used by Contractor to fulfill Contractor's responsibilities, remove any Contractor equipment on loan to the County, and return premises under control of Contractor to the County in the condition in which received except for ordinary wear and tear, except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence or stolen by persons other than employees of the Contractor without negligence of the Contractor.

**20. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY**

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. County and Contractor acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

## **CHILD AND ADULT ABUSE CERTIFICATION**

---

---

The contractor or grant recipient named above certifies compliance with Penal Code section 11166 and Welfare and Institutions Code section 15630 in matters relating to reporting requirements for child abuse and elder abuse, respectively. The above-named contractor will:

1. Establish internal procedures to facilitate reporting, ensure confidentiality, and apprise supervisors and administrators of reports.
2. Inform employees, by means of training or written materials, about all of the following:
  - (a) Significant terms as used and defined in the applicable code sections (e.g., abuse, neglect, mandatory reporters, etc.);
  - (b) Reporting duties are the responsibility of the individual;
  - (c) Reporting requirements are mandatory for mandatory reporters, failure to report and/or willful failure to report may be punishable by fines or imprisonment or both;  
Child Abuse  
Report the known or reasonably suspected instance of abuse or neglect by telephone immediately or as soon as practically possible, and by written report sent within 36 hours of receiving the information concerning the incident;
  - (d) Supervisors and administrators may not impede or inhibit the reporting duties and may not sanction any person for making the report.
3. Provide copies of Penal Code sections 11165.7, 11166 and 11167 and copies of Welfare and Institutions Code sections 15630 – 15632 to the employee.
4. Assert that every employee who works on the proposed contract or grant will sign a statement:
  - (a) That he or she has knowledge of the provisions of Penal Code section 11166 and will comply with those provisions;
  - (b) That he or she has knowledge of the provisions of Welfare and Institutions Code section 15630 and will comply with those provisions;
  - (b) Informing the employee that he or she is a mandatory reporter and inform the employee of his or her reporting obligations and confidentiality rights as a condition of employment on the contract or grant.

---

### **CERTIFICATION**

I, the official named below, certify that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

  
Contractor or Grant Recipient Signature

6/5/2019  
Date

Amanda G. Gibbs  
Official's Name (type or print)

VP and GM- Behavioral Health Unit 35-2523383  
Title Federal Tax ID Number

## Communications and Interpersonal Relations Policy

**With respect to wards in custody and/or adult/juvenile program participants, contract workers and volunteers shall:**

- ▶ Uphold all applicable County policies and procedures, including but not limited to, Sexual Harassment and Conflict of Interest;
- ▶ Respect the dignity of each person and refrain from profane, callous, or degrading remarks;
- ▶ Treat each person humanely;
- ▶ Maintain an ethical demeanor while fulfilling responsibilities in a professional manner;
- ▶ Maintain safe conditions;
- ▶ Dress in a conservative manner; and
- ▶ Notify County officials immediately of any known or suspected improprieties, including but not limited to, those actions identified below.

**With respect to wards in custody and/or adult/juvenile program participants, contract workers and volunteers shall not:**

- ▶ Prejudge their guilt or innocence;
- ▶ Deliver any message or article of a personal nature including, but not limited to, notes, letters, phone calls;
- ▶ Engage in improper behavior, including but not limited to, sexual encounters or exploitation, smuggling of contraband;
- ▶ Discuss personal and/or confidential County business;
- ▶ Loan or borrow money and/or personal articles;
- ▶ Purchase or sell personal articles;
- ▶ Accept or offer a gift or gratuity;
- ▶ Discuss reason for detention and/or other personal or legal matters;
- ▶ Criticize County policy, programs or staff;

---

### CERTIFICATION

---

I have read and understand the above policy and agree to abide by the rules and conditions as set forth in this document.

---

Contract Employee or Volunteer Signature

Date

---

Name (type or print)

## APPROVED PRICING/BUDGET

## NORCHEM

Service	Proposed Unit Cost
<b><i>Urine Testing Options:</i></b>	
5-Drug Panel (includes: Amphetamines/Methamphetamines, Marijuana (THC), Cocaine, Opiates, and Ethyl glucuronide (ETG))	\$6.90 per sample
Per Additional <u>Standard</u> Drug added to 5-drug panel (includes: Ethanol Alcohol, Benzodiazepines, Barbiturates, Methadone, Methaqualone, Phencyclidine, Propoxyphene, and Oxycodone)	\$0.10 per drug
Per Additional <u>Specialty</u> Drug added to 5-drug panel (includes: Buprenorphine, 6-AM, and Ecstasy)	\$1.00 per drug
Per Additional <u>Specialty</u> Drug added to 5-drug panel (includes: Tramadol, Fentanyl, Soma)	\$2.00 per drug
Stand-alone EtG Alcohol test	\$6.30 per test
Confirmation of positive screens (standard drugs)	\$12.00 per drug class
Spice Panel – Screen	\$15.00 per test
Spice Panel – Confirmation (note: positive Spice screens will be automatically confirmed)	\$15.00 per test
Enhanced Adulteration Panel	\$3.00 per test
<b><i>Oral Fluid Testing Options:</i></b>	
4-drug panel (Amphetamines/Methamphetamines, Marijuana (THC), Cocaine, and Opiates)	\$11.00 per test
4-drug panel plus alcohol	\$11.50 per test
Per Additional <u>Standard</u> Drug added to 4-drug panel (includes: Benzodiazepines, Barbiturates, Methadone, Phencyclidine, Propoxyphene, and Oxycodone)	\$0.50 per drug
Per Additional <u>Specialty</u> Drug added to 4-drug panel (includes: Buprenorphine and Ecstasy)	\$1.00 per drug
Oral Fluid Confirmation (includes: Amphetamines/Methamphetamines, Marijuana (THC), Cocaine, Opiates, Ecstasy, Methadone, and PCP)	\$15.00 per drug
Oral Fluid Confirmation (includes: Benzodiazepines, Barbiturates, Propoxyphene, Oxycodone, and Buprenorphine)	\$30.00 per drug
<b><i>Urine Quick Test Options:</i></b>	
Dip: THC, Cocaine, Opiates, Methamphetamines	\$1.45 per dip
Dip: THC, Cocaine, Opiates, Amphetamines, Methamphetamines	\$1.65 per dip
Dip: Alcohol	\$1.00 per dip
Cup: THC, Cocaine, Opiates, Methamphetamines	\$3.40 per cup
Cup: THC, Cocaine, Opiates, Amphetamines, Methamphetamines	\$3.50 per cup
Lab confirmation of positive quick tests	\$17.00 per drug

<b>Service</b>	<b>Proposed Unit Cost</b>
<b>Oral Fluid Quick Test Options:</b>	
THC, Cocaine, Opiates, Methamphetamines	\$4.00 per swab
THC, Cocaine, Opiates, Methamphetamines, Amphetamines	\$4.75 per swab
Alcohol swab	\$7.15 per swab
<i>Lab confirmation of positive oral fluid quick tests (another oral fluid sample must be collected)</i>	\$25.00 per drug
<b>Other Services:</b>	
Vendor Observed Collection Fee/Supplies/Collector Fee	\$31.80/hour
Affidavit	\$25.00 per affidavit
Litigation Packet	\$75.00 per packet
In-person court testimony	\$150 per hour plus travel costs
Tele-conference testimony (telephonic or video conferencing)	No charge