

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

125



**FROM:** Stanley L. Sniff Jr., Sheriff-Coroner-PA

**SUBMITTAL DATE:**  
March 6, 2013

**SUBJECT:** Approval of a Toxicology Testing Services Agreement for the Sheriff's Dept. via the Competitive Bidding Process, With Only One Responsive/Responsible Bid Received

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the one year professional service agreement with Bio-Tox Laboratories for \$510,000 annually, which contains an option to renew the agreement for four additional one-year periods, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, and;
3. Direct the Clerk of the Board to file one executed copy and return three (3) original signed copies to the Purchasing and Fleet Services Department.

(Continued on Page 2)  
BR 13-073

*Stanley L. Sniff Jr.*  
Stanley L. Sniff Jr., Sheriff-Coroner-PA  
Will Taylor, Director of Administration

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 170,000.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 170,000.00	Budget Adjustment:	No
	Annual Net County Cost:	\$ 510,000.00	For Fiscal Year:	12/13

<b>SOURCE OF FUNDS:</b> Departmental Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature** BY: *Elizabeth J. Olson*  
Elizabeth J. Olson

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** April 23, 2013  
**xc:** Sheriff, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.: District: ALL Agenda Number:

**3-56**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL 3/29/13 DATE  
BY: *NEAL R. KIPNIS*  
Purchasing: *Mark Seller* Assistant Director  
Dept's Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy  
Departmental Concurrence

## **BOARD OF SUPERVISORS**

**FORM 11:** Approval of a Toxicology Testing Services Agreement for the Sheriff's Dept. via the Competitive Bidding Process, With Only One Responsive/Responsible Bid Received

**PAGE 2**

### **BACKGROUND**

Coroner cases require toxicological testing to determine the level of chemical substances in bodily fluids and in various organs for determining the mode, manner, and cause of death. In many instances, the cause of death is determined solely by toxicological test results. Additionally, many criminal cases require testing of those suspected of being under the influence of drugs or alcohol. Further, the number of coroner and criminal investigations has increased over the past five years, resulting in an increase in the volume of blood samples sent for toxicological screening.

On behalf of the Riverside County Sheriff, City of Corona Police, and City of Riverside Police, Purchasing released a cooperative Request for Proposal (SHARC183) seeking competitive bids from qualified laboratories for toxicological testing services on behalf of these agencies for both coroner and criminal cases. The current contract approved by the Board of Supervisors on October 30, 2007, Agenda item 3.36 has expired and needed to be rebid.

### **PRICE REASONABLENESS**

RFQ# SHARC183 was sent to thirty-six (36) potential bidders and advertised on the County Website. Bio-Tox Laboratories submitted the single responsive bid. Three vendors issued a no bid indicating a lack of resources. After additional follow-up contact with several of the non-responding laboratories (believed to possess the type of expertise sought for this service), it was determined that Bio-Tox, is the only vendor/laboratory willing and capable of providing toxicological testing services matching County requirements.

Pricing was vigorously negotiated by Purchasing. Of note is the method of capitation panels in which several tests are bundled into one price. The final negotiated prices offered by Bio-Tox in this proposal are deemed to be reasonable and fair based on comparisons to the previous contract prices and a survey of prices paid by other agencies. Analysis of FY 12/13 Bio-Tox invoices reveal expected annual expenditures totaling \$510,000.00.

**PROFESSIONAL SERVICE AGREEMENT**

for

**TOXICOLOGY TESTING SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**BIO-TOX LABORATORIES**



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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_, 2013, by and between Bio-Tox Laboratories, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of 3 pages at the prices stated in Exhibit B, Payment Provisions (4 pages).

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit I. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through \_\_\_\_\_, 2014, with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$510,000.00 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff Department, Fiscal Department  
4080 Lemon Street  
Riverside, CA 92502

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number SHARC-96148-001-3/14; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the



CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

**9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to the Riverside County Sheriff's Department, Riverside Police Department and Corona Police

Department only. It is understood that each entity shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR. COUNTY shall in no way be responsible to CONTRACTOR for Riverside Police Department or Corona Police Department purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall

promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Purchasing and Fleet Services  
Attn: James P. Hewett JD/MBA  
2980 Washington Street  
Riverside, CA 92504

**CONTRACTOR**

Bio-Tox Laboratories  
Attn: Tracey Stangarone  
1965 Chicago Ave. #C  
Riverside, CA 92507

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract

has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.3** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**21.4** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

**21.5** CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**22.2 Workers' Compensation:** If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

**22.3 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**22.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single

limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**22.5 Professional Liability:** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**22.6 General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or

reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.



**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY:**

County Administration Center  
4080 Lemon St., 4th Floor  
Riverside, CA 92501  
Board of Supervisors

Signature: John J. Benoit

Print Name: John J. Benoit

Title: Chairman of the Board of Supervisors

Dated: APR 23 2013

**CONTRACTOR:**

Bio-Tox Laboratories  
1965 Chicago Ave. #C  
Riverside, CA 92507  
Tracey Stangarone

Signature: Tracey Stangarone

FOR  
Print Name: Tracey Stangarone

Title: Business Manager / President

Dated: 3/26/13

FORM APPROVED COUNTY COUNSEL  
ATTEST: BY: NEAL R. KIPNIS DATE APR 23 2013  
KECIA HARPER-IHEM, Clerk  
By: [Signature]  
DEPUTY

## EXHIBIT A SCOPE OF SERVICE

### Scope of Services

**1.0 Response Time:** Contractor will provide an acceptable response time from notification that a specimen is ready for pickup. Preliminary drug screening results should be available within 24 to 48 hours after pick up, followed by confirmation testing of presumptive positive screened results. "Stat" sample testing will be completed in 24 hours or less. Delivery/postmark if mailing of a final report, is to be no longer than (3) three working days (working days are 8:00 am to 5:00 pm, Monday through Friday). Final laboratory reports are to be delivered to the requesting agency. The laboratory shall be appropriately staffed to allow for STAT drug testing when requested by the agency.

### **2.0 Licenses & Certification:**

- a. Qualifications of the lab director should include being licensed by the California Department of Health Services as a Supervising Clinical Toxicologist or a Board Certified Forensic Toxicologist;
- b. Supervisors of analyst must be licensed by the California Department of Health Services in Clinical Toxicology;
- c. It is recommended that the laboratory meet the Scientific and Technical Guidelines, and Standards for Certification of Laboratories engaged in urine drug testing for Federal agencies. The laboratory must be accredited in Forensic Toxicology by the American Board of Forensic Toxicology (ABFT).

**3.0 Experience:** Suppliers and agents of Contractor must be familiar with the handling of evidence and the proper protocol for documenting and maintaining the correct chain of evidence. All aspects of testing must be appropriately documented. The documentation will include personnel files on analysts, supervisors, directors and all persons with access to specimens; chain of custody documents; quality assurance/control records; all test data; performance on proficiency testing can be accomplished and there is no deterioration of these items of evidence.

**4.0 Expert Witness:** The County of Riverside reserves the right to request replacement of any professional during the life of this agreement that is found to be unacceptable to the Court. Contractor shall provide analysts and expert witnesses that have previously been established in court proceedings by judges and attorneys. Coroner Review consultations shall be provided by toxicologists familiar with post mortem cases and work in conjunction with coroner staff when additional investigative measures are warranted.

### **5.0 Testing Procedures:**

- a. Testing must consist of the screening of appropriate bodily liquids (e.g., blood, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, muscle) for the presence or absence of drugs, followed by confirmation of the amounts of drugs by a second procedure based on a different chemical principle.
- b. Initial screening can be done by Enzyme Multiplied Immunoassay Test (EMIT) or Radioactive Immunoassay Test (RIA); however, only gas chromatography/mass spectroscopy will be considered acceptable for conformation testing (thin layer

chromatography is unacceptable). Examples of drug panels, which may be required for testing, are noted in Exhibit B - Payment Provisions.

- c. Procedures for testing samples will include screening techniques such as Immunoassay Elisa kits, used in conjunction with Tecan instrumentation. The assays are used to determine the presence of a parent molecule and/or metabolite of drugs of abuse in forensic samples such as whole blood, serum, plasma, urine, and/or tissues.
- d. Contractor may also use Liquid Chromatography/Mass Spectrometry/Mass Spectrometry (LC/MS/MS) analytical equipment for detecting the presence of drugs. Confirmation analysis will consist of LC/MS/MS. The second MS denotes tandem Mass Spectrometry, an additional separation step. LC/MS/MS will be used to provide quantitative results in most cases. In an effort to provide optimum result accuracy and efficiency, Contractor may enhance analytical methods to include new equipment and procedures.
- e. Contractor may utilize one or more secondary toxicology laboratories for forensic testing of substances not provided by the primary laboratory (Send out or other reference laboratory).
- f. The secondary facility shall conform to the license and certification requirements of the primary laboratory. Analysis not performed by Contractor may be sent to a secondary toxicology laboratory whereby Contractor acts as a pass-through laboratory for convenience to the Sheriff Department.
- g. Contractor has existing accounts with reference laboratories and will handle the sample packaging and shipping once in house testing has been completed. Contractor will accept the routine billing and payment responsibilities for these tests and pass through the results from the specified laboratory. Fees for these services will be billed accordingly during monthly invoice cycles.
- h. Chain of custody will be maintained by Contractor until the point of shipping, at which time the chain of custody is transferred to the reference lab. Reference lab will maintain chain of custody and provide the sample return upon request.

**6.0 Locations:** Locations where the lab may expect to obtain specimens from however, this is not to be considered a complete list. It is only a representation of the major places that were used in the past.

- *Riverside County Sheriff-Coroner Forensic Center West, Perris, CA*
- *Riverside County Sheriff-Coroner Forensic Center East, Indio, CA*
- *Riverside County Sheriff-Jail, Riverside, CA*
- *Riverside County Sheriff-Jail, Indio, CA*
- *Riverside County Sheriff-Jail, Southwest Justice Center, CA*
- *Riverside County Sheriff Station's- Jurupa Valley, Moreno Valley, Southwest, Lake Elsinore, Perris, Cabazon, Palm Desert & Indio.*

**City of Corona Police Department**

Corona Police Dept.  
849 W. Sixth Street  
Corona, CA 92882  
(951) 279-3685

**Riverside Police Department**

10540 Magnolia Avenue  
Riverside, CA 92505  
(951) 353-7100

**City of Riverside Police Department**

Riverside Police Department  
4102 Orange Street  
Riverside, CA 92501  
(951) 787-7911

**Riverside Community Hospital**

4445 Magnolia Avenue  
Riverside, CA 92501  
(951) 788-3200

County Regional Medical Center  
26520 Cactus Avenue  
Moreno Valley, CA 92555  
(951) 486-5650

Parkview Community Hospital  
3865 Jackson Street  
Riverside, CA 92503  
(951) 688-2211

Kaiser Riverside-Park Sierra  
10800 Magnolia Ave.  
Riverside, CA 92505  
(951) 353-3790

**7.0 Special Considerations:** The Contractor shall include an itemized listing of any potential special fees (e.g., handling charges, chain of custody, tissue preparation) and listing of tests requiring a secondary laboratory (send outs). It shall specify approximate turnaround times for reporting of results on routine, rush and STAT cases. Specimens are to be maintained for duration to be specified by the agency (at least three (3) years). At the present time, the Riverside County Sheriff-Coroner performs approximately 1100-1500 autopsies per year and 1000 consultations (examination of the decedent without autopsy). The investigation of most of the autopsied decedents requires varying degrees of toxicological support on one or more specimens. A number of decedents not requiring autopsy will be expected to have a toxicological workup.

**EXHIBIT B  
PAYMENT PROVISIONS**

TEST DESCRIPTION	FEE
<b>ALCOHOL</b>	
ALCOHOL, URINE	39.00
ALCOHOL, VITREOUS	39.00
ALCOHOL, BLOOD	39.00
ALCOHOL, TISSUE	49.00
ALCOHOLIC BEVERAGE (including Pruno)	95.00
VOLITALES PANEL (ACETONE, ISOPROPANOL, METHANOL)	78.00
<b>ANTICONSULSANT PANEL</b>	
<b>ANTICONSULSANT PANEL, SCREEN</b>	<b>125.00</b>
ETHOSUXIMIDE	
10-HYDROXYCARBAZEPINE	
BUTABARBITAL	
BUTALBITAL	
CARBAMAZEPINE	
CARBAMAZEPINE, 10, 11-EPOXIDE	
DIAZEPAM	
GABAPENTIN	
GLUTETHIMIDE	
LAMOTRIGINE	
LEVETIRACETAM	
MEPHENYTOIN	
MEPHOBARBITAL	
METHSUXIMIDE	
NORDIAZEPAM	
NORMETHSUXIMIDE	
OXCARBAZEPINE	
PENOBARBITAL	
PHENYTOIN	
PRIMIDONE	
SECODBARBITAL	
TOPIRAMATE	
<b>BARBITURATE CONFIRMATION, LC/MS/MS</b>	
<b>BARBITURATE CONFIRMATION, LC/MS/MS</b>	<b>125.00</b>
BUTALBITAL	
PHENOBARBITAL	
PENOBARBITAL	
SECODBARBITAL	
<b>BENZODIAZEPINES CONFIRMATION, LC/MS/MS</b>	
<b>BENZODIAZEPINES CONFIRMATION, LC/MS/MS</b>	<b>145.00</b>
ALPRAZOLAM	
CHLORDIAZEPOXIDE	
CLONAZEPAM	
DIAZEPAM	
ESTAZOLAM	

FLUNITRAZEPAM	
FLURAZEPAM	
LORAZEPAM	
MIDAZOLAM	
OXAZEPAM	
TEMAZEPAM (RESTORIL)	
TRIAZOLAM (HALCION)	
HYDROXALPRAZOLAM	
7-AMINOCLONAZEPAM	
NORCHLORDIAZEPOXIDE	
NORDIAZEPAM	
DESALKYLFLURAZEPAM	
AMINOFLUNITRAZEPAM	
HYDROXYTRIAZOLAM	
<b>CANNABINOIDS CONFIRMATION, LC/MS/MS</b>	
<b>CANNABINOIDS CONFIRMATION, LC/MS/MS (BLOOD OR URINE)</b>	<b>85.00</b>
<b>COCAINE CONFIRMATION, LC/MS/MS</b>	
<b>COCAINE CONFIRMATION, LC/MS/MS</b>	<b>69.00</b>
BENZOYLECGONINE	
COCAETHYLENE	
<b>COMPREHENSIVE PANEL DRUG SCREEN</b>	
COMPREHENSIVE PANEL DRUG SCREEN (BLOOD, URINE OR VITREOUS)-OVER 150 PRESCRIPTION DRUGS	114.94
COMPREHENSIVE PANEL DRUG SCREEN (TISSUE)	124.94
<b>CORONER PANEL DRUG SCREEN</b>	
CORONER PANEL DRUG SCREEN (URINE, BLOOD OR VITREOUS)-AMPHETAMINES, BARBITURATES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, ALCOHOL	55.00
CORONER PANEL DRUG SCREEN (TISSUE)	65.00
<b>OTHER DRUG SCREENS</b>	
4 PANEL DRUG SCREEN (COCAINE METABOLITE, METHAMPHETAMINE, OPIATES, PCP)-ANTI MORTEM CASES ONLY	25.00
AMPHETAMINES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
AMPHETAMINES SCREEN, TISSUE	25.00
BARBITURATES SCREEN	35.00
BATH SALTS DRUG SCREEN	125.00
BENZODIAZEPINES SCREEN	19.00
CANNABINOIDS SCREEN	19.00
COCAINE METABOLITE SCREEN	19.00
DESIGNER STIMULANT SCREEN	125.00
EXPANDED IA SCREEN (BENZODIAZEPINES, CANNABINOIDS + 4 PANEL)-ANTI MORTEM CASES ONLY	35.00
LSD SCREEN	75.00
METHADONE SCREEN, LC/MS/MS	45.00
OPIATES SCREEN, TISSUE	25.00
OPIATES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
PHENCYCLIDINE SCREEN	19.00
<b>METHAMPHETAMINE CONFIRMATION, LC/MS/MS</b>	
<b>METHAMPHETAMINE CONFIRMATION, LC/MS/MS</b>	<b>69.00</b>
AMPHETAMINE	
METHYLENEDIOXYAMPHETAMINE (MDA)	
METHYLENEDIOXYMETHAMPHETAMINE (MDMA)	
BETA-PHENETHYLAMINE	

<b>OPIATE CONFIRMATION, LC/MS/MS</b>	
<b>OPIATE CONFIRMATION, LC/MS/MS</b>	<b>85.00</b>
MORPHINE	
CODEINE	
OXYCODONE	
HYDROCODONE	
HYDROMORPHONE	
OXYMORPHONE	
MONOACETYLMORPHINE	
<b>PHENCYCLIDINE CONFIRMATION, LC/MS/MS</b>	
<b>PHENCYCLIDINE, LC/MS/MS</b>	<b>35.00</b>
<b>PRESCRIPTION DRUGS (WITH METABOLITE) AND OTHER</b>	
ACETAMINOPHEN	75.00
ALBUTEROL	99.00
AMITRIPTYLINE	99.00
ATENOLOL	99.00
BACLOFEN	125.00
BENZTROPINE	75.00
BROMPHENIRAMINE	99.00
BUPRENORPHINE	99.00
BUPROPION	125.00
BUSPIRONE (BUSPAR)	99.00
CARBAMAZEPINE	99.00
CARISOPRODOL	99.00
CHLORPHENIRAMINE	99.00
CHLORPROMAZINE	99.00
CITALOPRAM	99.00
CLOMIPRAMINE	99.00
CLONIDINE	99.00
CYCLOBENZAPRINE	99.00
DESIGNER STIMULANT CONFIRMATION, PER DRUG	105.00
DEXTROMETHORPHAN	99.00
DIPHENHYDRAMINE	79.00
DOXEPIN	79.00
DOXYLAMINE	99.00
DULOXETINE	99.00
FENTANYL	99.00
FLUOXETINE	99.00
GABAPENTIN	125.00
GAMMA-HYDROXYBUTYRIC	195.00
HALOPERIDOL	99.00
HYDROXYZINE	99.00
KETAMINE	99.00
LAMOTRIGINE	99.00
LEVETIRACETAM	99.00
LEVORPHANOL	99.00
LIDOCAINE	99.00
MECLIZINE	89.00
MEPERIDINE	99.00
MESCALINE	75.00



METHADONE	75.00
METHOCARBAMOL	99.00
METHYLPHENIDATE	99.00
MIRTAZAPINE	99.00
NALOXONE	99.00
OLANZAPINE	99.00
OXCARBAZEPINE	99.00
PAROXETINE	99.00
PHENAZEPAM	99.00
PHENTERMINE	99.00
PHENYLPROPANOLAMINE	99.00
PHENYTOIN	125.00
PRIMIDONE	99.00
PROMETHAZINE	125.00
PROPRANOLOL	99.00
PSEUDOEPHEDRINE	99.00
QUETIAPINE	99.00
RISPERIDONE	99.00
SCOPOLAMINE	99.00
SERTRALINE	99.00
TOPIRAMATE	99.00
TRAMADOL	99.00
TRAZODONE	99.00
VENLAFAXINE	99.00
VERAPAMIL	99.00
ZALEPLON	99.00
ZIPRASIDONE	99.00
ZOLPICLONE	99.00
ZOLPIDEM	99.00
<b>SPECIAL FEES</b>	
CAPITATION CORONER PANEL*	375.00
CAPITATION COMPREHENSIVE PANEL*	600.00
CAPITATION CORONER REVIEW*	800.00
CHAIN OF CUSTODY-storage only per sample; no testing; anti mortem	12.00
CHAIN OF CUSTODY-storage only per sample; no testing post mortem after first 3 samples	12.00
HANDLING, SHIPPING & SPECIAL CARE	AT COST
LEAKING SAMPLE	15.00
MATRIX EFFECT-Unsuccessful analysis due to unusual problems with submitted sample.	150.00
NAME DISCREPANCY	15.00
RUSH SAMPLE ANALYSIS-1-2 weeks turnaround time depending on complexity of case	no charge
STAT PICK UP FEE-60 MILE MAXIMUM (Call for other arrangements outside of 60 miles)	75.00
SAMPLE RETURN	15.00
STAT FEE, PER TEST-24 to 48 hours turnaround time	200.00
TISSUE PREPARATION	50.00

\*Capitation fees only include drugs tested at Contractor and are inclusive of the coroner panel or comprehensive panel drugs: (i.e. Bath salts not included and GHB are not included in cap rates.

Note: Drugs listed are subject to review and change as deemed necessary by laboratory management.