NAPA COUNTY AGREEMENT NO. 170879B AMENDMENT NO. 6

THIS AGREEMENT is made and entered into as of this 1st day of July, 2024 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and REDWOOD TOXICOLOGY LABORATORY, INC., a corporation whose mailing address is P.O. Box 5680, Santa Rosa, CA 95402, hereinafter referred to as "CONTRACTOR;"

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, to provide drug screening services for adult and juvenile probationers of COUNTY's Probation Department; and

WHEREAS, on April 1, 2017, COUNTY previously approved Napa County Agreement No. 170879B ("Agreement No. 170879B") with CONTRACTOR to update general terms; and

WHEREAS, on July 1,2018 and then again on May 1, 2019, COUNTY and CONTRACTOR extended the term of Agreement No. 170879B an additional year; and

WHEREAS, on July 1, 2020, COUNTY and CONTRACTOR revised the Scope of Work and extended the term an additional year; and CONTRACTOR has represented to COUNTY that Mary Tardel, Senior Director, Government Services is authorized individually in the name of and on behalf of CONTRACTOR to enter into such an agreement; and

WHEREAS, on July 1, 2021 and July 1, 2023, COUNTY and CONTRACTOR extended the term an additional year and revised the fee schedule; and

WHEREAS, COUNTY and CONTRACTOR now desire to extend the term an additional year to Agreement No. 170879B; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 170879B as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on April 1, 2017 above written and shall expire on June 30, 2025 unless terminated earlier in accordance with

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

REDWOOD TOXICOLOGY LABORATORY, INC.

	— DocuSigned by:
By:	Mary Tardel June 25, 2024 1:24:17 AM CDT
	MARY TARDEL,
	Director, Government Services
	"CONTRACTOR"
NAPA	COUNTY, a political subdivision of the State
of Cal	ifornia
70	
By:	
	JOELLE GALLAGHER, Chair
	Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Douglas Parker (via e-sign) Deputy County Counsel Date: June 20, 2024	Date:Processed By:	Ву:
	Deputy Clerk of the Board	

For Napa County Probation Department – Adult Division:

Napa County Adult Probation

Att: Supervising Probation Officer

2200 Napa Valley Highway

Napa, CA 94559

Fax: (707) 253-4178

For Napa County Probation Department – Juvenile Division:

Napa County Juvenile Probation

Att: Supervising Probation Officer

212 Walnut Street

Napa, CA 94559

Fax: (707) 253-6098

- C. <u>Transmittal of Samples</u>. COUNTY shall transmit samples to CONTRACTOR by courier, by means of the US Postal Service, or, if six or more samples are being transmitted together, by FedEx. CONTRACTOR shall pay shipping costs for samples transmitted by the US Postal Service or by FedEx.
- **D.** <u>Supplies.</u> CONTRACTOR shall provide COUNTY with the following supplies: testing requisition forms, specimen labels, urine specimen bottles, chain of custody and security seals, and prepaid mailing boxes and FedEx pouches. These supplies shall be promptly replenished as needed. All items shipped, FOB Shipping Point.
- E. <u>Expert Witness Fees.</u> CONTRACTOR shall provide COUNTY with court representation/testimony at no cost up to two representations per fiscal year. Additional representation/testimony shall be provided for the additional fee and expense reimbursement set forth in Exhibit "B-6." CONTRACTOR must obtain prior approval from the COUNTY for travel requiring airfare or hotel stays.
- F. <u>Maintenance of Licensure/Certifications</u>. During the term of this Agreement, CONTRACTOR shall maintain and keep current the following licenses and certificates, providing COUNTY with written proof of such current licensure and/or certification upon request from COUNTY's Chief Probation Officer or their designee:
 - (2) Controlled Substance Registration Certificate issued by the United States Drug Enforcement Administration; and
 - (3) Certificate of Proficiency issued by the American Association of Bioanalysts.

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
Various	One Drug Standard Urine Lab Panel - Screen Only	\$6.40
Various	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	\$17.00
Various	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$22.00
5550	Steroid Tests	\$60.00 per drug
647	EtG Alcohol Tests	\$11.70
6473	Synthetic Marijuana (K2, Spice)	\$42.50
472	THC Semi-Quantitative (marijuana)	\$6.40
098	Oxycodone/Oxycontin (price when ordered without a lab panel	\$6.40
P81	Designer Stimulant (MDPV & Mephedrone)	\$34.00 per specimen
P80	Expanded Designer Stimulant (14 synthetic stimulants)	\$49.50 per specimen
2101	Urine Fentanyl Screen (May be requested individually or added to a panel).	\$ 6.40 per specimen
5504	Urine Fentanyl Confirmation Panel (detects 11 fentanyl and fentanyl-like drugs in urine, including dangerous analogs like Acryl fentanyl and Furanyl fentanyl)	\$35.00

LABORATORY SUPPLEMENTARY SERVICES

Problematic Specimen and Additional Service Charges

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$10.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$10.00
QNS	Insufficient Volume	\$10.00
FEDEX	Short Shipment - Less than Five (5) Specimens Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service.	\$25.00

B. COUNTY shall compensate CONTRACTOR for the shipping and handling of supplies as described in *Section I (D)* of Exhibit "A-6," (all items shipped FOB, Shipping Point), as follows:

Shipping and Handling

\$10.00 each order

EXHIBIT "C"

FOR:

SAMPLE INVOICE

[Company Name] [Street Address] [City, ST ZIP Code] Phone [phone] Fax [fax] EIN #

INVOICE	#
DATE:	

TO:

[Customer Name]

[Street Address] [City, ST ZIP Code] [Project or service description] Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15 1/1/15 1/1/15	Site visit/investigation 123 Main St, Napa. Conf w/Owner AutoCad, Bldg X, 3 rd Floor	Smith, Engineer Smith, Engineer Smith, Engineer	1.5 1 4	\$165.00 \$165.00 \$165,00	247.50 165.00 660.00
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15 1/2/15	AutoCad Bldg X, 3 rd Floor Conf w/Owner re 2 nd Floor	Smith, Engineer Smith, Engineer	4 .5	\$165.00 \$165.00	660.00 82.50
1/3/15 1/3/15	Mtg w/Jones re 2 nd Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 nd Floor	Smith, Engineer Jones, PE	1.5 1.5	\$165.00 \$195.00	247.50 292.50
				TOTAL	

TOTAL