



# LASSEN COUNTY

## Health and Social Services Department

- ☐ **HSS Administration**  
1345 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8128
- ☐ **Public Guardian/Administrator**  
1345 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8337
- ☐ **Housing & Grants**  
1445 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8309
- ☐ **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251 - 8108
- ☐ **Public Health**  
1445 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8183
- ☒ **Community Social Services**  
1400 Chestnut Street, Ste A  
Susanville, CA 96130  
  
**LassenWORKS**  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251 - 8152  
  
**Child & Family Services**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251 - 8277  
  
**Adult Services**  
1400 Chestnut Street, Ste B  
Susanville, CA 96130  
(530) 251 - 8158  
  
**Family Solutions/Wraparound**  
1400 Chestnut Street, Ste C  
Susanville, California 96130  
(530) 251 - 8340

**Date:** January 27, 2026

**To:** Gary Bridges, Chairman  
Lassen County Board of Supervisors

**From:** Jayson Vial, Director  
Lassen County Community Social Services

**Subject:** Agreement between Lassen County and Redwood Toxicology Laboratory, Inc. for Substance/Toxicology Testing Services and Supplies in the Amount of \$50,000 for the Term from July 1, 2025, through June 30, 2026.

### Background:

Redwood Toxicology Laboratory is dedicated to delivering reliable, innovative, and value-driven substance abuse screening products and laboratory services to the criminal justice and treatment sectors. As one of the nation's largest drug and alcohol testing laboratories, Redwood Toxicology Laboratory has the experience and resources to ensure that its clients can stay ahead of new trends in drug abuse.

Lassen County Child and Family Services uses Redwood Toxicology for drug and alcohol screening for the families they serve.

### Fiscal Impact:

Funding for this Agreement will be paid from the Community Social Services Fund and Budget 120/0853.

### Action Requested:

1) Approve the Agreement with Redwood Toxicology Laboratory, Inc.; and 2) Authorize the County Administrative Officer or Designee to execute the Agreement.

**Mailing Address:**  
PO Box 1180  
Susanville, California 96130

**AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
REDWOOD TOXICOLOGY LABORATORY, INC.**

**THIS Agreement** is made between COUNTY of Lassen, a political subdivision of the State of California (hereinafter "COUNTY") and Redwood Toxicology Laboratory Inc. with a principal place of business at 3650 Westwind Blvd. Santa Rosa, CA 95403, (hereinafter "CONTRACTOR").

**WHEREAS** COUNTY has a need for substance/toxicology testing services and supplies identified in the Service Description of the Payment Grid, and

**WHEREAS** COUNTY seeks a contractor to provide such services; and

**WHEREAS** CONTRACTOR desires to provide those services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

**2. TERM.**

The term of the agreement shall be for the period of July 1, 2025 through June 30, 2026.

**3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

- a. Provide program consultation and technical assistance to CONTRACTOR.
- b. Monitor and evaluate CONTRACTOR'S performance, expenditures and service levels for compliance with the terms of this Agreement.
- c. Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. **GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. **DESIGNATED REPRESENTATIVES.**

Jayson Vial, Director of Community Social Services, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Mary Tardel, Director of Government Services, is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. **ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Services  
Attachment B – Payment  
Attachment C – Additional Provisions  
Attachment D – General Provisions  
Attachment E – Civil Rights Act

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

**CONTRACTOR**

Dated: January 8, 2026 | 5:34:01 PM CST

DocuSigned by:  
  
D43702611A5146C...  
By: \_\_\_\_\_  
Mary Tardel, General Manager,  
Government Services  
Redwood Toxicology Laboratory, Inc.

**COUNTY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Maurice Anderson, County Administrative  
Officer (CAO), or Designee

APPROVED AS TO FORM:

Andrew Plett  
County Counsel

By:  \_\_\_\_\_

**ATTACHMENT A**  
**AGREEMENT BETWEEN**  
**LASSEN COUNTY**  
**AND**  
**REDWOOD TOXICOLOGY LABORATORY, INC.**  
**SCOPE OF SERVICES**

**A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

CONTRACTOR shall perform various substance/toxicology testing services for COUNTY as identified in the Service Description of the Payment Grid located in Attachment B, upon receipt of specimens in mail and return to COUNTY the results of each test with identity in the form of name or confidential client information number no later than ten days from Receipt of specimen.

Specimen Retention: CONTRACTOR will retain positive specimens for one (1) month.

**END OF ATTACHMENT A**

**ATTACHMENT B**  
**AGREEMENT BETWEEN**  
**LASSEN COUNTY**  
**AND**  
**REDWOOD TOXICOLOGY LABORATORY, INC.**  
**PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.**

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Requests for payment shall be substantially in the form of an invoice. Payment shall be made within thirty (30) days after the invoice is approved by the County Contract Administrator. Monthly Invoices shall consist of: Date, number of clients served, service, and total amount of cost.

**B.2 AUTHORIZATION REQUIRED.**

Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by the COUNTY.

**B.3 PAYMENT GRID ON FOLLOWING PAGE: Maximum Contract Amount \$50,000.**



3650 Westwind Boulevard  
Santa Rosa, CA 95403  
T: +1 800 255 2159  
F: +1 707 577 8102

**Attachment B**  
**Pricing Schedule - Other Specialized Testing**  
**Lassen County Health and Social Services**

**Section I: Laboratory Drug & Alcohol Testing Services - Urine**

**URINE LAB TESTS - STANDARD DRUGS**

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
Various	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	\$20.00
P08	Urine 8 Panel ALC,AMP,BAR,BZO,COC,CR,OPI,THC - Screen Only	\$9.00
647	Ethyl Glucuronide/Ethyl Sulfate (EtG/Ets) Alcohol Metabolite Screen with Automatic Confirmation if Positive	\$19.95

Initial screening of standard laboratory tests at RTL will be performed by enzyme immunoassay (EIA). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS), liquid chromatography-tandem mass spectrometry (LC-MS/MS), or gas chromatography-gas flame ionization (GC-FID), depending on drug class. GC-FID is used only on samples requiring alcohol (EtOH) confirmation. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.

**Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids**

**ORAL FLUID LAB TESTS - STANDARD DRUGS**

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
2101001	Quantisal Oral Fluid Collection Device - purchase required prior to testing	\$2.50
Various	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$25.00
9532	Oral Fluid 10 Panel ALC,AMP,BAR,BZO,COC,MTD,OPI,OPX,PCP,THC; Confirmed	\$19.00

Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS) or liquid chromatography-tandem mass spectrometry (LC-MS/MS), depending on drug class. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.

**Section III: Laboratory Supplemental Services**

**PROBLEMATIC SPECIMEN CHARGES AND ADDITIONAL SERVICE CHARGES**

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	\$25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	\$100.00
FEDEX	Short Shipment - Less than Five (5) Specimens	\$20.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$10.00
AFFD	Affidavits	\$100.00
INTP	Interpretations	\$100.00
STAT	STAT Testing Requests (Priority)	\$100.00
CORT	Telephonic or Webinar Court Testimony	\$250.00
	In-Person Court Testimony	\$700 per day + travel

**Collection & Shipping Supplies**

RTL provides all necessary urine specimen collection kits and shipping supplies to its clients at no additional cost. For urine testing these supplies include:

- Urine specimen collection kits: beakers with built-in temperature strips and specimen bottles
- Specimen baggies with absorbent material
- Lab requisition (chain of custody) forms - pre-printed and/or self-print electronic collection
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes

**Lab Supply Shipping and Handling:** Outbound lab supply orders will be shipped at a cost of no more than \$10.00. Expedited shipping of supplies will be charged on an 'at cost' basis, FOB Shipping Point.

**Specimen Shipment to RTL:** 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. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a twenty dollar (\$20.00) charge per shipment.





3650 Westwind Boulevard  
 Santa Rosa, CA 95403  
 T: +1 800 255 2159  
 F: +1 707 577 8102

**Attachment B**  
**Pricing Schedule - Other Specialized Testing**  
**Lassen County Health and Social Services**

**Section IV: Rapid Drug & Alcohol Screening Devices**

**PANEL-DIP SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	\$2.40	\$60.00
01 102 0025	10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/MOP300/PCP/TCA/THC	\$3.48	\$87.00

**COLLECTION SUPPLIES**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE
AB001	N/A	Double Pouch Bags	\$0.00

**Device Order Shipping & Handling:** Device orders will be charged on an 'at cost' basis. FOB Shipping Point.

**\*\*Forensic Use Only (FFUO) devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.**

**END OF ATTACHMENT B**

**ATTACHMENT C**  
**AGREEMENT BETWEEN**  
**LASSEN COUNTY**  
**AND**  
**REDWOOD TOXICOLOGY LABORATORY, INC.**

**ADDITIONAL PROVISIONS**

- C.1 CONFIDENTIALITY.** To the extent applicable, CONTRACTOR agrees to maintain adequate records of each client served under this agreement as required by law. These records will be maintained in the strictest confidence as per STATE law and in accordance with 42 CFR, Part 1 and Article 7 (Commencing with Section 5325) of Subchapter 2, Part 1 of Division 5 of the Welfare and Institutions Code.
- C.2 RETENTION OF RECORDS.** Appropriate service and financial records will be maintained and retained for at least five years, or until audit findings are resolved, whichever is later. Chain of custody records, documentation and analytical records are maintained in secure storage for a period of not less than three (3) years. County will be notified at least 30 days before any destruction of records occur.
- C.3 PATIENTS' RIGHTS.** The parties to this Agreement will comply with all m a n d a t o r y a n d applicable law, regulations, and state policies relating to patients' rights.

**END OF ATTACHMENT C**



**ATTACHMENT D**  
**AGREEMENT BETWEEN**  
**LASSEN COUNTY**  
**AND**  
**REDWOOD TOXICOLOGY LABORATORY, INC.**

**GENERAL PROVISIONS**

- D.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and each and every employee, agent, servant, partner and shareholder of CONTRACTOR (collectively referred to as "The Contractor" shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:
- D.1.1** CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
  - D.1.2** CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
  - D.1.3** CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
  - D.1.4** CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY
  - D.1.5** CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
  - D.1.6** CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.
  - D.1.7** COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.
  - D.1.8** CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.
  - D.1.9** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind

or obligate the COUNTY any way without the written consent of the COUNTY.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

**D.3 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

**D.4 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.5 INSURANCE.**

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, including, with respect to the Commercial General Liability, the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the following coverage's:

D.5.1.1 Commercial general liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Two Million Dollars (\$2,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per incident or claim and Two Million Dollars (\$2,000,000) annual aggregate,

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 The insurance shall include an endorsement that no cancellation or material change

adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY. If such an endorsement is not available, CONTRACTOR agrees to provide notice in accordance with the provisions herein.

The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be through licensed insurers authorized to do business and on policy form approved for use in the jurisdiction of the Agreement and have a minimum A.M. Best financial rating of "A-", size "IX". Deductibles or self-insured retentions shall be permitted with the understanding that CONTRACTOR shall be responsible for such deductibles or self-insured retentions.

D.5.4 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverage's and additional insured endorsements to:

Jayson Vial, Director  
Community Social Services  
1400 Chestnut Street  
P.O. Box 1180  
Susanville, CA 96130

[K01]

D.5.5 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and additional insured endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.6 COUNTY shall have the right to request such further coverage's and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be agreed to by both Parties.

D.5.7 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

#### **D.6 INDEMNITY and LIMITATION OF LIABILITY.**

**CONTRACTOR Indemnification.** CONTRACTOR shall indemnify and defend COUNTY, its officers and directors ("COUNTY Indemnified Parties") from and against any and all actions, damages, or claims (collectively, "Losses") that result from any third party claim relating to bodily injury or death of any person or damage to real or tangible property, to the extent caused by CONTRACTOR'S negligence, recklessness or willful misconduct in the performance of this Agreement, but not to the extent caused by any negligence, recklessness, or willful misconduct on the part of COUNTY Indemnified Parties or a third party.

**COUNTY Indemnification.** COUNTY agrees to indemnify and defend CONTRACTOR, its Affiliates, and its and their respective officers and directors ("CONTRACTOR Indemnified Parties") from and against any and all Losses that result from any third party claim relating to bodily injury or death of any person or damage to real or tangible property, to the extent caused by COUNTY'S gross

negligence or willful misconduct in the performance of this Agreement, but not to the extent caused by any negligence, recklessness, or willful misconduct on the part of CONTRACTOR Indemnified Parties.

**Procedures for Indemnification of Third-Party Claims.** The indemnified party shall promptly notify the indemnifying party of any third-party claim subject to indemnification hereunder; provided, however, that failure to provide such notice shall not relieve the indemnifying party of its obligations under this Section, except to the extent that the indemnifying party is prejudiced by such failure. The indemnifying party shall have the right and option to control the defense of such claim with counsel selected by the indemnifying party and reasonably satisfactory to the indemnified party, and the indemnifying party shall have the right settle such claim; provided, that, except with prior written consent of the indemnified party (such consent not to be unreasonably withheld, conditioned or delayed), the indemnifying party shall not enter into any settlement or consent to entry of any judgment that (i) does not include a full and unconditional release of all indemnified parties with respect to such claim, (ii) includes an admission of fault, culpability or failure to act by or on behalf of any indemnified party, or (iii) includes injunctive or other nonmonetary relief affecting any indemnified party.

**Limitation of Liability:**

- D.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement, without prior written consent from COUNTY. Any unauthorized assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement.
- D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.
- D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.
- D.13 TERMINATION.** Either Party shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to the other Party. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

- D.13.1** CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.
- D.13.2** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.
- D.13.3** CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.
- D.14 OWNERSHIP OF INFORMATION.** CONTRACTOR agrees to deliver reproducible copies of documents directly developed under this Agreement including work sheets, reports and contract documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.
- D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
- D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.
- D.19 MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical

discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

**D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

**D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any

acts or conduct under the terms and conditions of this Agreement.

**D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

**D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**D.34 CONFLICT OF INTEREST.**

**D.34.1 Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.34.2 Advisement.** CONTRACTOR agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

**D.34.3 Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission



implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

- D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
- D.37 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).
- D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Jayson Vial, Director  
Community Social Services  
1400 Chestnut Street  
P.O. Box 1180  
Susanville, CA 96130

If to "CONTRACTOR":

Contracts Department  
Redwood Toxicology Laboratory, Inc.  
3650 Westwind Blvd  
Santa Rosa, CA 95403

With copy to:

Abbott Laboratories  
100 Abbott Park Road  
Abbott Park, Illinois 60064 USA  
Attn: DVP and Associate General Counsel, RMDx Legal

- D.39 THIRD PARTY BENEFICIARIES.** This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person, including any person receiving placement or services facilitated by the Agreement, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the COUNTY or COUNTY personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

**END OF ATTACHMENT D**

\_\_\_\_ County Initials  
Redwood Toxicology v.1 25.26

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\_\_\_\_ Contractor Initials

Agreement between Lassen County and Redwood Toxicology Laboratory

**ATTACHMENT E**

**AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
REDWOOD TOXICOLOGY LABORATORY, INC.**

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

**REDWOOD TOXICOLOGY LABORATORY, INC  
(HEREINAFTER CALLED THE "AGENCY")**

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objective of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

**END OF ATTACHMENT E**