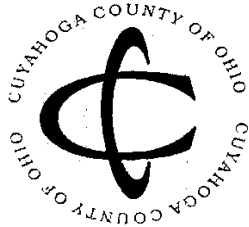


CONTRACT
ENCUMBRANCE NO. CE1100202-01

REQUISITION NO. RQ 18972



AMENDMENT

FOR

Drug Testing for Juvenile Delinquency Drug Court

TIME PERIOD: February 1, 2011 – January 31, 2012

CONTRACTOR: Redwood Toxicology Laboratory, Inc.

FEDERAL ID - 68-0332937

ADDRESS: 3650 Westwind Boulevard
Santa Rosa, California 95403

CONTRACT PRICE: \$14,000.00

CONTRACT
ENCUMBRANCE NO. CE1100202-01

INDEX CODE	JC107516
OBJECT CODE	0265
USER CODE	
GRANT/DETAIL	
PROJECT/DETAIL	

BY
CUYAHOGA COUNTY, OHIO

WITH

Redwood Toxicology Laboratory, Inc.

FOR
Drug Testing for Juvenile Delinquency Drug Court

Time Period: February 1, 2011 – January 31,
2012

Contact Person: Sonja McIntosh
Telephone: 800-255-2159 ext 4342

I hereby certify that the money required for the County's proportion of this Contract in the sum of \$14,000.00 is in the Treasury to the credit of the fund from which it is to be drawn, or has been levied and placed on the duplicate, and in process of collection and not appropriated for any other purpose.

County Auditor
by Deputy County Auditor

I hereby approve of the legal form and correctness of the within contract.

County Prosecutor William D. Mason
by Assistant Prosecuting Attorney

Date Approved 3/29/2011

AGREEMENT

FEB 4 2011

THIS AGREEMENT is entered into this _____ day of _____, 2011 by and between Cuyahoga County, Ohio (hereinafter called the "COUNTY") on behalf of the Cuyahoga County Juvenile Court (hereinafter called the "COURT") and Redwood Toxicology Laboratory, Inc., an California corporation with offices located at 3650 Westwind Boulevard, Santa Rosa, California 95403, Federal ID # 68-0332937 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to conduct a **Drug Screening and testing** and the VENDOR can provide these services from February 1, 2011 to January 31, 2012.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. TARGET POPULATION - The youth referred to the project shall be males and females. These youth shall be residents of Cuyahoga County referred by the COURT staff (hereinafter called the "YOUTH").
- II. DESCRIPTION OF SERVICES - The VENDOR shall provide the following services:
 - A. The VENDOR will provide the COURT with substance abuse testing services that provides a five (5) panel screening for: Cocaine, Opiates, Amphetamines, Tetrahydrocannabinol (THC), and Phencyclidine (PCP). Also testing will be done on Alcohol, Barbiturates and/or Synthetic cannabinoids, including cannabicyclohexanol (including JWH-018, JWH-073, and HU-210; also know as K2 and/or Spice) if requested by the COURT staff. The substance abuse testing services includes measuring Creatinine on all specimens.
 - B. The VENDOR will supply the COURT with the specimen collection containers, specimen baggies with absorbent material, chain of custody forms and labels, security seals, temperature strips, and pre-paid mailing boxes.
 - C. The VENDOR will train the COURT'S designated contact person on collection procedures and result interpretation as well as phone consultation for procedure and interpretation questions.
 - D. The VENDOR will provide free air service (minimum 5 specimens required) and free postage paid mailers.
 - E. Results will be accessible on the VENDOR'S secure website. Individual results will be faxed to the COURT'S contact person within two working days of receipt of specimen.
 - F. The VENDOR shall store any and all positive tests for at least six (6) months from the date of the test result.
 - G. Positive tests may be re-tested for accuracy, at the request of COURT staff, utilizing gas chromatography/mass spectrometry (GS/MS) confirmation.

III. OPERATIONAL DETAILS -

A. SERVICE SITE: YOUTH are typically served at: Cuyahoga County Juvenile Court 2163 East 22nd Street, Cleveland Ohio or 9300 Quincy Avenue, Cleveland, Ohio 44106

B. CONTACT PERSON:

For Laboratory Results/Reports Issues
Client Service Department
Redwood Toxicology Laboratory, Inc
3650 Westwind Boulevard
Santa Rosa, California 95403
Phone: 1-800-255-2159
Fax: 1-707-577-0385

For Contract Issues
Sonja McIntosh, Sales Operation Manager
Redwood Toxicology Laboratory, Inc.
3650 Westwind Boulevard
Santa Rosa, California 95403
Phone: 1-800-255-2159 x4342
smcintosh@redwoodtoxicology.com

IV. OBJECTIVES - The VENDOR shall ensure that the following Objectives and Performance Indicators are met:

OBJECTIVES

1. 100% of drug tests will screen for the five substances as described in Section II.
2. 100% of drug tests will be reported to the COURI Staff within forty-eight (48) to seventy two (72) hours of specimen submission.

PERFORMANCE INDICATORS

1. Number of drug tests with the five substances tested as described in Section II.
2. Number of drug tests reported to the COURI Staff within forty-eight (48) to seventy two (72) hours of specimen submission.

V. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed \$14,000.00 for the term of the AGREEMENT.

A. Unit Rate: A per unit rate (hereinafter called the "UNIT RATE") of the following screens shall be paid by COURI to the VENDOR for each COURI referred YOUTH receiving program services, as detailed in the Description of Services section:

1. \$3.45 for each urine screening testing for: Cocaine, Opiates, Amphetamines, Tetrahydrocannabinol (THC), Phencyclidine (PCP), including measure for creatinine.
2. \$3.60 for each urine screening testing for: Cocaine, Opiates, Amphetamines, Tetrahydrocannabinol (THC), Phencyclidine (PCP), and Alcohol, including measure for creatinine.
3. \$1.00 for each urine screening testing for Alcohol alone, including measure for creatinine.
4. \$3.60 for each urine screening testing for: Cocaine, Opiates, Amphetamines, Tetrahydrocannabinol (THC), Phencyclidine (PCP) and Barbiturates, including measure for creatinine.
5. \$1.00 for each urine screening testing for Barbiturates alone, including measure for creatinine.
6. \$27.50 for each urine screening testing for Synthetic cannabinoids, including cannabicyclohexanol (including JWH-018, JWH-073, and HU-210; also know as K2 and/or Spice), including measure for creatinine.

7. \$9.50 per drug for each gas chromatography/mass spectrometry (GS/MS) confirmation.
- B. Incurring Costs: The COURT shall not be responsible for any cost incurred by the VENDOR prior to commencement of and subsequent to the termination of this AGREEMENT. The VENDOR assumes all responsibility of the appropriate, correct and timely submission of invoices by all subcontracted agencies for any costs that will be invoiced to the COURT.
- C. Monthly Fiscal Report: The VENDOR shall, within ten (10) days following the last day of each calendar month, submit an invoice to the COURT covering services rendered to the YOUTH by the VENDOR during such month. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim.
- D. Payment: The COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT.
- VI. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES - The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this AGREEMENT. Such records shall be subject to inspection, review and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT.
- VII. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information enclosed.
- VIII. ON SITE VISITS - The COURT and the State of Ohio shall be allowed to access, review and discuss project activities, program records and to interview individual youth, family, and/or project staff that are served or paid in whole or in part under this AGREEMENT.
- IX. BUILDING CODES-SAFETY ORDINANCES - If applicable, all buildings, offices and facilities utilized by the program where the YOUTH shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances.
- X. INDEMNITY - The VENDOR agrees to indemnify and save harmless the COURT, Cuyahoga County and any and all officers, agents or employees thereof against any and all liability, loss, damages, cost or expense for damages sustained by virtue of any act of the VENDOR, its officers or employees in the performance of the project under this AGREEMENT.
- XI. INSURANCE - The VENDOR shall carry any necessary or required insurance (i.e.; public liability, property damage, worker's compensation, malpractice insurance), to insure against any and all claims which may arise out of VENDOR operations under the terms of this contract. Such coverage may be through insurance policies or self-insurance programs maintained by the VENDOR.

- XII. ANTI-DISCRIMINATION - The VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.
- XIII. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.
- XIV. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XV. CONFIDENTIALITY - The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate agreement with its employees to that effect.
- XVI. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this AGREEMENT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.
- XVII. AMENDMENT - This AGREEMENT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.
- XVIII. TERMINATION - This AGREEMENT may be terminated by the COURT upon thirty (30) days prior written notice to the VENDOR. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.
- XIX. STATE OF OHIO ETHICS REQUIREMENTS - The VENDOR shall comply with the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements. The electronic version of the executive order is found on the web address: <http://governor2.ohio.gov/Portals/0/ExecutiveOrder2007-01S.pdf>


XX. ELECTRONIC SIGNATURES - By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY, the COURT and the VENDOR have executed this CONTRACT as of the date first above written.

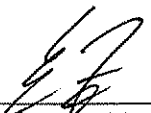
Redwood Toxicology Laboratory, Inc .

By: 
Barry C. Chapman
Chief Financial Officer

Cuyahoga County Juvenile Court

By: 
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

By: 
Edward FitzGerald, County Executive