

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

S0750002

REGISTRATION NUMBER

83800807241081

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Personnel Administration

CONTRACTOR'S NAME

Kroll Laboratory Specialists

2. The term of this Agreement is: September 1, 2007 through June 30, 2009

3. The maximum amount of this Agreement is: \$ 2,126,000.00
Two Million One Hundred Twenty Six Thousand Dollars and Zero Cents

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

Exhibit A – Scope of Work	11 Pages
Attachment 1 – Urine Collection/Breath Alcohol Testing Site Lists A, B & C	19 Pages
Exhibit B – Budget Detail and Payment Provisions	1 Page
Attachment 1 – Cost Sheet	2 Pages
Exhibit C – General Terms and Conditions	4 Pages
Exhibit D – Special Terms and Conditions	3 Pages
Exhibit E – Contractor Evaluation	1 Page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Kroll Laboratory Specialists

BY (Authorized Signature)

[Signature]

DATE SIGNED(Do not type)

8-31-07

PRINTED NAME AND TITLE OF PERSON SIGNING

John Peterson, President

ADDRESS

1111 Newton Street
Gretna, Louisiana 70053

STATE OF CALIFORNIA

AGENCY NAME

Department of Personnel Administration

BY (Authorized Signature)

[Signature]

DATE SIGNED(Do not type)

9/13/07

PRINTED NAME AND TITLE OF PERSON SIGNING

David A. Gilb, Director

ADDRESS

1515 S Street, North Building, Suite 400; Sacramento, CA 95811

California Department of General Services Use Only

**EXEMPT FROM DGS
REVIEW/APPROVAL
PCC 10295 (C) (4)**

Exempt per:

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

- Under the provisions specified in Department of Personnel Administration (DPA) Regulations 599.960 – 599.966, State Personnel Board (SPB) Regulations 213 – 213.6, Federal Motor Carrier Act Regulations 49 CFR Part 40 and Part 382, United States Coast Guard (USCG) Regulations 49 CFR 16 and CFR 4, and Bargaining Unit (BU) 6 provisions. The Contractor will provide combined drug and alcohol testing services, which consists of collection of urine specimens for drug testing, breath alcohol testing using evidential breath testing devices, laboratory analysis, and Medical Review Officer (MRO) services for mandatory drug and alcohol testing of State employees in safety-sensitive classifications, in accordance with the DPA and SPB regulations; drug and alcohol testing of State employees who perform safety-sensitive duties and hold commercial driver licenses in accordance with Federal Motor Carrier Act regulations; State employees whose classifications require drug and alcohol testing per USCG regulations; BU6 employees and excluded employees in the Department of Corrections and the California Youth Authority.

The Contractor will be required to provide these services statewide (including remote locations) for the term of this contract. The Contractor will be requested to provide tests 24 hours a day, 7 days a week. Collection of urine specimens and breath alcohol testing are conducted randomly throughout the state during the program year.

The Contractor will also provide training and employee information services. The Contractor may offer orientation and training to employees, supervisors, managers, training-for-trainers to departments through a system which may include on-site training, video cassettes, and/or self-study training materials. Training provided by the Contractor would be at locations mutually agreed upon by the Contractor, each State department, and DPA. Training must be sufficient to enable every employee, supervisor, manager, or trainer to understand the requirements of the Federal Drug/Alcohol Testing Regulations and the State's testing process. Such training may be provided statewide. All training requires DPA approval.

- The project representatives during the term of this agreement will be:

State Agency: DPA	Contractor: Kroll Laboratory Specialists
Name: Sydney Perry	Name: Leo Barbisan
Phone: (916) 324-2763	Phone: (985) 640-3420
Fax: (916) 327-6471	Fax: (901) 251-5035

Direct all inquiries to:

State Agency: DPA	Contractor: Kroll Laboratory Specialists
Section/Unit: Benefits Division	Section/Unit: Substance Abuse Testing
Attention: Julie Lowe	Attention: Leo Barbisan
Address: 1515 S St., No. Bldg, Ste. 400 Sacramento, CA 95811	Address: 1111 Newton Street Gretna, Louisiana 70053
Phone: (916) 324-9386	Phone: (985) 640-3420
Fax: (916) 327-6431	Fax: (901) 251-5035

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3. SPECIFIC REQUIREMENTS

A. The Contractor shall provide the combined services of:

1. Urine collection and breath alcohol testing located geographically throughout the entire State (Exhibit A, Attachment 1);
2. Laboratory services;
3. MRO services;
4. Expert testimony and consultation; and
5. Training and information services.

B. The contractor will be required to complete these services as specified below:

1. Urine Collection and Breath Alcohol Testing Services

- a. The Contractor will perform drug and alcohol testing in accordance with Federal drug testing standards as established by the Substance Abuse and Mental Health Services Administration (SAMHSA). Should the Federal standards change during the term of this agreement, the Contractor will conform its testing to the new standards. Any dispute over what those standards require will be decided by DPA.
- b. Urine collection and breath alcohol testing services that include 24 hours/7 days a week availability of urine collection and breath alcohol testing services using Evidential Breath Testing (EBT) devices and trained Breath Alcohol Technicians (BATs).
- c. Statewide urine collection and breath alcohol testing must be available at all designated sites and times as specified in Exhibit A, Attachment 1.
- d. The Contractor shall maintain all required forms, collection kits, and miscellaneous supplies for collection and testing services provided under this agreement.
- e. The Contractor must provide a toll-free 800 number, which is accessible 24 hours a day, 7 days a week, to schedule both on-site and mobile urine collection and breath alcohol tests. During work hours the collection site would generally be contacted first; after hours, the 800 number would be used.

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- f. Urine collection and breath alcohol testing procedures shall adhere to Federal and State drug and alcohol testing program rules and regulations. Such procedures shall encompass the complete testing process from collection to result reporting from the MRO.
 - g. The Contractor must ensure that all BATs are trained in accordance with and adhere to collection procedures as defined in 49 CFR Part 40 Subpart J. The Contractor must ensure that all devices used for collection of breath alcohol testing meet the requirements as defined in 49 CFR Part 40, Subpart K and that the Quality Assurance Plan (QAP) for EBT devices complies with 49 CFR Part 40 Subpart K. Contractor shall maintain all records of inspection and maintenance of EBT's, including documentation of compliance with QAP, and training records of BATs as required by Federal regulations.
 - h. The Contractor shall, on a quarterly basis, monitor and review log sheets of all collection facilities using EBTs. The Contractor shall, on a quarterly basis, perform a random audit of collection facilities to ensure that EBTs are properly calibrated as specified in the Federal regulations. Results of the audits are to be reported to DPA each quarter.
 - i. Submit blind performance test specimens to testing lab as required by 49 CFR Part 40. Report to DPA quarterly, the results of such tests, except that any false positive or failure by the lab to detect the presence of a controlled substance be reported to DPA within three (3) days of receiving such results.
 - j. The Contractor shall provide qualified medical personnel only (physicians, physicians' assistant, nurse, emergency medical technician, or other staff authorized under Federal regulations) to collect urine samples and/or administer breath alcohol tests. Site management must be knowledgeable of collection procedures as specified in Federal and State regulations, and processing of drug and breath alcohol authorization forms used for all State testing programs.
2. Laboratory Services for Chemical Analysis of Urine Specimens
- a. The laboratory must be certified by SAMHSA and must conduct urine testing under this contract in conformance with applicable SAMHSA standards. In addition to the procedures specified by SAMHSA, the laboratory must:
 - (1) Be capable of same site initial screening and confirmatory tests;
 - (2) Utilize FDA-approved immunoassay tests;

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- (3) Participate in a laboratory proficiency testing program; and
 - (4) Not be a component organization of a State department.
- b. The Contractor shall perform chemical analyses of urine specimens submitted by the State to determine whether a person from whom the specimen was taken has been using: 1) any of six drugs as specified below for State pre-employment drug testing; 2) any of nine drugs as specified below for BU 06 drug testing; and 3) the panel of drugs specified in DOT Federal Motor Carrier Act Drug Testing Regulations (49 CFR Part 40). The Contractor will also perform chemical analysis of urine samples for adulterants. All specimens identified as positive on the screen test shall be confirmed by a second test.

The following initial cutoff levels shall be used for the screening and confirmation tests:

Basic Panel A – SPB Pre-employment Drug Testing and DOT Testing

	Confirmatory Substance	Concentration	Test Level
1.	Amphetamines	1,000 nanograms per milliliter	500 nanograms per milliliter
2.	Methamphetamines	1,000 nanograms per milliliter	500 nanograms per milliliter
3.	Cannabinoids	50 nanograms per milliliter	15 nanograms per milliliter
4.	Cocaine (Benzoyllecgonine)	300 nanograms per milliliter	150 nanograms per milliliter
5.	Opiates	2,000 nanograms per milliliter	2,000 nanograms per milliliter
6.	Phencyclidine (PCP)	25 nanograms per milliliter	25 nanograms per milliliter

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Basic Panel B -- Incumbent Drug, Reasonable Suspicion and Alcohol Testing

Confirmatory Substance	Concentration	Test Level
1. Amphetamines	1,000 nanograms per milliliter	500 nanograms per milliliter
2. Methamphetamines	1,000 nanograms per milliliter	500 nanograms per milliliter
3. Cannabinoids	50 nanograms per milliliter	15 nanograms per milliliter
4. Cocaine (Benzoyllecgonine)	300 nanograms per milliliter	150 nanograms per milliliter
5. Opiates	2,000 nanograms per milliliter	2,000 nanograms per milliliter
6. Phencyclidine (PCP)	25 nanograms per milliliter	25 nanograms per milliliter
7. Benzodiazepines	300 nanograms per milliliter	300 nanograms per milliliter
8. Methaqualone	300 nanograms per milliliter	200 nanograms per milliliter
9. Barbiturates	300 nanograms per milliliter	200 nanograms per milliliter

The panel lists of substances are subject to modification by DPA at its discretion.

- c. Positive specimens must be stored for one (1) year to assure availability for retesting in case of appeal, or at the discretion of DPA. Upon notification of a challenge or at the discretion of DPA, the laboratory agrees to maintain storage for an indefinite period.
- d. The Contractor will use the following test screening methods as specified in the SAMHSA regulations (49 CFR Part 40).
- e. The Contractor will complete all specimen analyses within forty-eight (48) hours following delivery of the specimen (excluding State and Federal holidays, Saturdays and Sundays), unless a positive test result occurs in which case up to 72 hours will be allowed.
- f. The Contractor will assure that all test results, including confirmation, screening, and quality control data are reviewed by a qualified senior chemist or the laboratory director and are certified as being accurate.

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- g. The Contractor agrees all analytical results shall be expressed in terms of generic or chemical name of any substance found to be present. The analytical results SHALL NOT be expressed in equivocal terms, e.g., "possible," "trace," or "+."

Analytical results SHALL be reported in terms of the laboratory cutoff limit of the substance, i.e., "_____ (drug or metabolite) not detected at a concentration of _____ nanograms per milliliter."

OR

"_____ (drug or metabolite) detected at a concentration of _____ nanograms per milliliter and confirmed by GC/MS at a concentration of _____ nanograms per milliliter."

Except as otherwise agreed to by DPA and the Contractor, the original report, including positives and negatives, is to be delivered by overnight courier or electronic transmission to the designated MRO. One (1) copy will be retained by the Contractor for a period of three (3) years and will be available to DPA for audit purposes. The Contractor will bear all costs of forms, reports, and courier service.

- h. The Contractor will furnish, postpaid and at no additional costs to DPA, all necessary supplies of forms, specimen containers, labels, courier bags, and seals. The Contractor also agrees to pay for courier service to pick up specimens from designated collection sites, delivery of specimen to the laboratory, and delivery of the results to the State or its designated representative. Furthermore, specimen containers are to be leak proof and of such composition/design to avoid breakage and leakage. Additionally, specimen containers shall be convenient for use by females; if not, alternative bottles shall be made available.
- i. The Contractor will establish and maintain chain of custody (COC) procedures that are consistent with the COC procedures specified in the SAMHSA regulations (Mandatory Guidelines for Federal Workplace Drug Testing).
- j. The Contractor will maintain all necessary safeguards, records, and controls relative to the handling and processing of submitted urine specimens for a period of three (3) years from the initial testing in order to assure their availability to DPA in the event the result of any urinalysis is legally/administratively challenged, or at the discretion of DPA. The Contractor will maintain a complete record of all samples analyzed, including sample number, date received, date analyzed, and date results were sent by courier to DPA or designated representative.
- k. The Contractor will maintain records of "false positives" observed on initial screening by panel substance and test method. The report(s) will be forwarded to the State Program Manager. The Contractor further agrees

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not to reveal or discuss the results of any analysis with any person except those designated in writing by DPA.

- i. The Contractor will maintain a Quality Assurance (QA) and Quality Control (QC) program which encompasses all aspects of the testing and storage process, specimen acquisition, COC, security, and reporting of results, in addition to the screening and confirmation of analytical results. The QA and QC programs shall be consistent with the standards set forth in the SAMHSA guidelines.
- m. Specimens received by the Contractor which cannot be identified by donor or organization submitting the specimen may be discarded by the Contractor. For each such specimen DPA will compensate the Contractor at the contract rate for extra service.
- n. Upon request, the Contractor agrees to provide training regarding drug testing and COC procedures to designated State employees and/or collection site personnel.

The DPA will pay:

- (1) The hourly rate specified by the Contractor in its bid cost proposal.
 - (2) The actual cost of transportation expenses (e.g., plane fare, taxi fare, parking, etc.) attendant to such training and per diem not to exceed the rate paid to nonrepresented employees. If a privately-owned or company automobile is used for such travel, the Contractor shall be reimbursed at the rate of 48.5 cents per mile. The maximum per diem rate (includes meals and lodging) allowed is \$124 per day plus taxes on entire cost of lodging rate. This rate may be subject to increase during the contract period.
- o. The Contractor will provide a monthly statistical summary of all urinalysis testing performed during the same calendar month. The report will include the total number of specimens submitted, the total number of specimens submitted by employer identifier number, and the total number of confirmed positive tests and negative tests by substance.
 - p. The Contractor will provide a reconfirmation service on any specimen and only at the request of a designated MRO except for an employee initiated retest. Such a test will only employ GC/MS as the methodology, adhere to all specifications and standards of the contract, and be reported to the MRO. These reconfirmations will typically be requested in cases which may involve an appeal or court challenge.

These reconfirmations will be billed for separately as "Extra Services -- GC/MS Reconfirmation." The Contractor also agrees to provide a reconfirmation service on specimens at the request of an employee. Such reconfirmations will be at the expense of the employee.

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- q. The Contractor shall perform breath alcohol testing to determine whether a person has been using alcohol as specified in: 1) DPA Regulations 599.960-966; 2) BU 06 MOU provisions; and 3) as specified in DOT Federal Motor Carrier Act Drug Testing Regulations. All breath alcohol tests shall be conducted using the SAMHSA procedures (49 CFR Part 40).
- r. If required by DPA, the Contractor or its qualified representative will attend an appeal hearing or court hearing and provide expert testimony concerning the methods used, reliability, and results of specific analyses.

The DPA will pay:

- (1) Fees for the services of an expert to provide consultation and/or testimony for such appeal or court hearing; and
- (2) The actual cost of transportation (e.g., plane fare, taxi fare, parking, etc.) attendant to such appeal hearing or court appearance and per diem not to exceed the rate paid to the State's nonrepresented employees. If a privately-owned or company automobile is used for such travel, the Contractor shall be reimbursed at the rate of 48.5 cents per mile. The maximum per diem rate (includes meals and lodging) allowed is \$124 per day plus taxes on entire cost of lodging rate. This rate may be subject to increase during the contract period.

The Contractor will require that all persons participating in drug and alcohol testing sign a waiver agreeing that DPA may have access to their last known addresses and telephone numbers for the sole purpose of subpoenaing them for evidentiary hearings arising out of the drug and alcohol testing regardless of whether the specific employee is still employed by the Contractor or its subcontractors at the time of the hearing.

The DPA will pay:

- (1) Fees when the MRO serves as an expert at such appearances.
- (2) The actual cost of transportation expenses (e.g., plane fare, taxi fare, parking, etc.) attendant to such appeals, depositions, or court appearances, and per diem not to exceed the rate paid to nonrepresented employees. If a privately-owned or company automobile is used for such travel, the Contractor shall be reimbursed at the rate of 48.5 cents per mile. The maximum per diem rate (includes meals and lodging) allowed is \$124 per day plus taxes on entire cost of lodging rate. This rate may be subject to increase during the contract period.

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3. MRO Services for the Review of Urine and Alcohol Test Results

- a. The MRO must conduct MRO services under this contract in conformance with applicable Federal Motor Carrier Act regulations, 49 CFR Part 40.
- b. **The MRO must have proficient knowledge of the drug testing process and the Federal regulations.** The MRO shall not be an employee or agent or have any financial interest in the laboratory for which the MRO is reviewing drug testing results. Additionally, the MRO shall not derive any financial benefit by having an agency use a specific drug testing laboratory or have any agreement with the laboratory that may be construed as a potential conflict of interest.

The MRO will:

- receive test results from the laboratory;
- notify the employee of a confirmed positive test result;
- review and interpret all confirmed positive test results;
- provide an opportunity for employee to discuss positive test result;
- review employee's medical history as appropriate;
- review medical records as appropriate;
- verify laboratory results;
- notify employer of verified positive test;
- process employee request for split samples;
- maintain records and notifications for positive and negative test results.

The MRO is not required to substantively interpret negative test results. However, the MRO or his/her representative shall administratively review the results. The MRO shall review drug/alcohol test results within 48 hours of receipt of the laboratory results.

- c. The MRO must be a licensed physician (medical doctor or doctor of osteopathy) and meet the MRO criteria listed in the Federal Regulation 40.121.
- d. The MRO shall provide written notification within three business days of completion of the MRO's review. If the employee cannot be reached for an interview within the 72-hour time limit and/or the review cannot be

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completed within the three days, the MRO shall immediately notify the employer. If requested by DPA, the MRO shall also report all positive test results to the employer via fax machine.

- e. The MRO shall maintain all records and notifications relative to the handling and reporting of negative laboratory results for a period of three (3) years from the date of receiving the laboratory results so as to assure their availability to DPA in the event the result of any urinalysis is legally/administratively challenged, or at the discretion of DPA.
- f. If required by DPA, the MRO or his/her designated expert, agrees to attend appeal hearings, depositions, and/or court hearings and provide expert testimony concerning medical reviews performed under the contract.
- g. The Contractor will designate qualified individuals to provide expert testimony. In the event that an individual designated as the primary expert witness is unavailable, the Contractor must designate one or more "back-up" expert witnesses who will be available for testimony.

4. Areas of Service

The DPA desires scheduled and unscheduled urine collection and breath alcohol testing services at the geographical locations specified in Exhibit A, Attachment 1. Laboratory and MRO coverage must be statewide, including all rural areas. It is permissible that the laboratory and MRO be at a single location and that specimens from affiliated or independent collection sites throughout the State be delivered to the central location for analysis within 24 hours of collection.

5. System and Reporting Requirements

- a. The contractor's system must include provisions which allow State agencies and their agents to obtain services statewide from appropriately licensed, certified, and/or trained professionals/clinicians.
- b. A toll-free telephone number must be in service 24 hours per day, seven days a week. This service must be installed and maintained no later than the effective date of this contract and provided for the duration of the contract for use by State agencies.
- c. The Contractor must provide a collection site listing which is available on line to State departments. The collection site listing shall include hours of operation, address, and telephone and fax numbers. The collection site list will be updated as changes occur to collection facilities. The Contractor shall notify DPA and State departments of changes to the collection site listing.
- d. The Contractor must have a fully automated system for statistical reporting.

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- e. The Contractor will be required to provide statistics and reports such as Management Information Systems (MIS) and test result data, as a condition of the contract. Details of the statistics and reports will be negotiated with the successful bidder.
 - f. The Contractor must have a fully automated accounting and billing system capable of producing invoice/billing statements.
 - g. The Contractor is required to maintain financial and accounting records relating to the urine collection/breath alcohol testing services and supporting evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by DPA. Financial and accounting records must be made available during normal business hours to DPA, the Attorney General, the Bureau of State Audits, and the Department of Finance during the contract period and any extension thereof, and for three (3) years from the date of final payment on the contract.
6. Administrative Requirements
- a. The Contractor must guarantee that all information regarding an employee's identity regarding collection and/or test results are in accordance with the Federal and State Drug/Alcohol Testing Regulations.
 - b. The Contractor may not offer other services than those specified in the contract/IFB to State agencies without prior approval of DPA.
 - c. The Contractor shall have a senior account executive with authority to act on behalf of the firm to be assigned to this account. A back-up account executive must be assigned during the time the senior account executive is not available. One of these account representatives should be available for direct telephone contact between the hours of 8:00 a.m. and 5:00 p.m.

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ATTACHMENT 1

**Urine Collection / Breath Alcohol Testing
Site Lists A, B & C**

The following 18 pages constitute Exhibit A, Attachment 1 to Agreement S0750002
Kroll Laboratory Specialists

METROPOLITAN LOCATIONS

SITE LIST A - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
Fairfield	Name:NORTHBAY OCCUPATIONAL HEALTH Address:1101 B. GALE WILSON BLVD, STE 204 FAIRFIELD, CA 94535 Phone No.:(707) 429-7701 Hours:M-F 8-4:30 Method(s) X Mobile Onsite X	3 min 1.6 mi	Name:C-DAT Address:17 TENNESSEE ST. VALLEJO, CA 94590 Phone No.:(707) 644-3181 Method(s) X Mobile Onsite X	19 min 17.2 mi
Fremont	Name:FREMONT URGENT CARE Address:3161 WALNUT AVE. FREMONT, CA 94538 Phone No.:(510) 796-1000 Hours:M-F 8-8 Method(s) X Mobile Onsite X	1 min 0.8 mi	Name: CARE POINT MEDICAL CENTER Address:22101 REDWOOD ROAD CASTRO VALLEY, CA 94579 Phone No.:(510) 582-4700 Method(s) Mobile Onsite X	20 min 18 mi
Fresno	Name:CONCENTRA MED CTR-NORTH Address:7265 NORTH FIRST ST. STE 105 FRESNO, CA 93720 Phone No.:559-431-8181 Hours:M-F 7-7 Method(s) X Mobile Onsite X	8 min 8.3 mi	Name:CONCENTRA MED CTR-NORTH Address:7265 NORTH FIRST ST. STE 105 FRESNO, CA 93720 Phone No.:559-431-8181 Method(s) X Mobile Onsite X	8 min 8.3 mi
Garden Grove	Name:EMSI GARDEN GROVE Address:11612 KNOTT ST. GARDEN GROVE, CA 92841 Phone No.:714-898-9203 Hours:M-F 9-5 Method(s) X Mobile Onsite X	11 min 5.5 mi	Name:EMSI GARDEN GROVE Address:11612 KNOTT ST. GARDEN GROVE, CA 92841 Phone No.:714-898-9203 Method(s) X Mobile Onsite X	11 min 5.5 mi

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SITE LIST A - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
Greenbrae	Name: KENTFIELD INDUSTRIAL MED. CTR. Address: 1125 SIR FRANCIS DRAKE BLVD. KENTFIELD, CA 94904 Phone No.: (415) 485-3600 Hours: M-F 8:30-5 Method(s) Mobile Onsite	4 min 1.9 mi	Name: CONCENTRA MED CTR-RICHMOND Address: 2970 HILLTOP MALL ROAD, #203 RICHMOND, CA 94806 Phone No.: (510) 222-8000 Method(s) X Mobile Onsite X	23 min 14.8 mi
Hanford	Name: CENTRAL VALLEY COMPREHENSION CARE Address: 869 WEST LACEY BLVD. #A HANFORD, CA 93230 Phone No.: (559) 582-2929 Hours: M-F 8-6 Method(s) Mobile Onsite X	2 min 0.9 mi	Name: CENTRAL VALLEY COMPREHENSION CARE Address: 869 WEST LACEY BLVD. #A HANFORD, CA 93230 Phone No.: (559) 582-2929 Method(s) Mobile Onsite X	2 min 0.9 mi
Hayward	Name: FREMONT URGENT CARE Address: 3161 WALNUT AVE. FREMONT, CA 94538 Phone No.: (510) 796-1000 Hours: M-F 8-8 Method(s) Mobile Onsite X	18 min 13.5 mi	Name: FREMONT URGENT CARE Address: 3161 WALNUT AVE. FREMONT, CA 94538 Phone No.: (510) 796-1000 Method(s) Mobile Onsite X	18 min 13.5 mi
Long Beach	Name: INDUSTRIAL DRUG & ALCOHOL Address: 482 WEST WILLOW STREET LONG BEACH, CA 90806 Phone No.: 562-981-9141 Hours: M-F 9-6, S 9-2 Method(s) X Mobile Onsite X	7 min 4.9 mi	Name: INDUSTRIAL DRUG & ALCOHOL Address: 482 WEST WILLOW STREET LONG BEACH, CA 90806 Phone No.: 562-981-9141 Method(s) Mobile Onsite X	7 min 4.9 mi

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SITE LIST A - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
Los Angeles	Name:CONCENTRA MED CTR-LA AIRPORT Address:6033 WEST CENTURY BLVD., SUITE 200 LOS ANGELES, CA 90045 Phone No.:(310) 215-1600 Hours:M-SU 24 HRS Method(s) X Mobile Onsite X	21 min 15 mi	Name:CONCENTRA MED CTR-LA AIRPORT Address:6033 WEST CENTURY BLVD., SUITE 200 LOS ANGELES, CA 90045 Phone No.:(310) 215-1600 Method(s) X Mobile Onsite X	21 min 15 mi
Marysville	Name:FREEMONT COMPCLINIC Address:725 4TH ST. MARYSVILLE, CA 95901 Phone No.:530-749-4411 Hours:M-F 8-5 Method(s) Mobile Onsite	2 min 0.7 mi	Name:DRUG & ALCOHOL TESTING Address:595 WINSHIP RD YUBA CITY, CA 95991 Phone No.:(530) 674-5674 Method(s) X Mobile Onsite X	8 min 3.3 mi
Merced	Name:MERCY COMMUNITY HOSPITAL Address:301 EAST 13TH STREET MERCED, CA 95340 Phone No.:(209) 385-7000 Hours:M-F 8-9 Method(s) X Mobile Onsite X	3 min 1 mi	Name:MERCY COMMUNITY HOSPITAL Address:301 EAST 13TH STREET MERCED, CA 95340 Phone No.:(209) 385-7000 Method(s) Mobile Onsite X	3 min 1 mi
Modesto	Name:US HEALTHWORKS/MODESTO #44 Address:1524 MCHENRY BLDG., SUITE 500 MODESTO, CA 95350 Phone No.:(209) 575-5801 Hours: M-F 7-5:30 Method(s) X Mobile Onsite X	5 min 2 mi	Name:US HEALTHWORKS/MODESTO #44 Address:1524 MCHENRY BLDG., SUITE 500 MODESTO, CA 95350 Phone No.:(209) 575-5801 Method(s) X Mobile Onsite X	5 min 2 mi

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SITE LIST A - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
Oakland	Name:CONCENTRA MED CTR-OAKLAND Address:384 EMBARCADERO WEST OAKLAND, CA 94607 Phone No.:(510) 465-9565 Hours:M-F 8-5 Method(s) X Mobile Onsite X	2 min 0.9 mi	Name:CONCENTRA MED CTR-OAKLAND Address:384 EMBARCADERO WEST OAKLAND, CA 94607 Phone No.:(510) 465-9565 Method(s) X Mobile Onsite X	2 min 0.9 mi
Ontario	Name:CONCENTRA MED CTR-MILLIKEN Address:1101 S MILLIKEN AVE SUITE C ONTARIO, CA 91761 Phone No.:(909) 390-2799 Hours: M-F 8-5 Method(s) X Mobile Onsite X	9 min 6.4 mi	Name:CONCENTRA MED CTR-MILLIKEN Address:1101 S MILLIKEN AVE SUITE C ONTARIO, CA 91761 Phone No.:(909) 390-2799 Method(s) X Mobile Onsite X	9 min 6.4 mi
Pasadena	Name:SAINT GEORGE'S MEDICAL CLINIC Address:1750 EAST COLORADO BLVD. PASADENA, CA 91106 Phone No.:(626) 440-0097 Hours:M-F 8:30-6 Method(s) X Mobile Onsite X	5 min 1.8 mi	Name:US HEALTHWORKS/COMMERCE Address:3430 SOUTH GARFIELD AVE.7 COMMERCE, CA 90040 Phone No.:(323) 722-8481 Method(s) X Mobile Onsite X	21 min 13.5 mi
Redding	Name:EMSI Address:3310 BECHELLIN LN REDDING, CA 96002 Phone No.:530-222-6612 Hours:M-F 8-5 Method(s) X Mobile Onsite X	8 min 3.1 mi	Name:EMSI Address:3310 BECHELLIN LN REDDING, CA 96002 Phone No.:530-222-6612 Method(s) X Mobile Onsite X	8 min 3.1 mi

METROPOLITAN LOCATIONS

SITE LIST A - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
San Diego	Name:US HEALTHWORKS/MIRAMAR Address:7590 MIRAMAR ROAD SUITE C SAN DIEGO, CA 92126 Phone No.:(858) 549-4255 Hours:M-F 8-5 Method(s) X Mobile Onsite X	16 min 14.9 mi	Name:US HEALTHWORKS/KEARNY MESA Address:5575 RUFFIN RD, STE 100 SAN DIEGO, CA 92123 Phone No.:(858) 277-2744 Method(s) Mobile Onsite X	16 min 14.9 mi
San Francisco	Name:CONCENTRA MED CENTER-MISSION BAY Address:728 20TH STREET SAN FRANCISCO, CA 94107 Phone No.:(415) 648-9501 Hours: M-F 7:30-5 Method(s) X Mobile Onsite X	7 min 2.4 mi	Name:CONCENTRA MED CENTER-MISSION BAY Address:728 20TH STREET SAN FRANCISCO, CA 94107 Phone No.:(415) 717-45871 Method(s) X Mobile Onsite X	7 min 2.4 mi
San Jose	Name:EMSI#-SAN JOSE Address:2211 MOOR PARK AVE STE 240 SAN JOSE, CA 95128 Phone No.:650-777-0955 Hours:M-F 8-5 Method(s) X Mobile Onsite X	5 min 4.0 mi	Name:EMSI#-SAN JOSE Address:2211 MOOR PARK AVE STE 240 SAN JOSE, CA 95128 Phone No.:650-777-0955 Method(s) X Mobile Onsite X	5 min 4.0 mi
San Luis Obispo	Name:STAR DRUG TESTING Address:1223 HIGUERA STREET SAN LUIS OBISPO, CA 93401 Phone No.:(805) 782-0903 Hours:M-F 8-5 Method(s) X Mobile Onsite X	1 min 0.3 mi	Name:STAR DRUG TESTING Address:1223 HIGUERA STREET SAN LUIS OBISPO, CA 93401 Phone No.:(805) 782-0903 Method(s) X Mobile Onsite X	1 min 0.3 mi

METROPOLITAN LOCATIONS

SITE LIST A - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
Stockton	Name:U.S. HEALTHWORKS/817 Address:3663 EAST ARCH RD., SUITE 400 STOCKTON, CA 95215 Phone No.:(209) 943-2202 Hours:M-F 7:30-6 Method(s) X Mobile Onsite X	4 min 2.5 mi	Name:MEMORIAL HOSPITAL Address:1700 COFFEE RD MODESTO, CA 95355 Phone No.:(209) 572-7022 Method(s) Mobile Onsite X	30 min 15 mi
Thousand Oaks	Name:VALLEY URGENT CARE Address:9346 CORBIN AVENUE NORTHRIDGE, CA 91324 Phone No.:(818) 349-9966 Hours:M-F M-F 8-7 Method(s) Mobile Onsite	8 min 4.5 mi	Name:US HEALTHWORKS /CHATSWORTH Address:9700 DE SOTO AVE. CHATSWORTH, CA 91311 Phone No.:(818) 882-8100 Method(s) X Mobile Onsite X	12 min 6.8 mi
Ventura	Name:EMSI-VENTURA Address:4464 MCGRATH,STE.102 VENTURA, CA 93003 Phone No.:805-677-4770 Hours:M-F 8-5 Method(s) X Mobile Onsite X	4 min 2.5 mi	Name:EMSI-VENTURA Address:4464 MCGRATH,STE.102 VENTURA, CA 93003 Phone No.:805-677-4770 Method(s) X Mobile Onsite X	4 min 2.5 mi
Walnut Creek	Name:EMSI-WALNUT CREEK Address:1399 YGNACIO VALLEY RD.,STE.1B WALNUT CREEK, CA 94598 Phone No.:(650) 777-0955 Hours:M-F 8-5 Method(s) X Mobile Onsite X	2 min 1.0 mi	Name:ON-SITE HEALTH & SAFETY Address:5167 CLAYTON ROAD STE H CONCROD, CA 94521 Phone No.:(925) 689-6700 Method(s) X Mobile Onsite X	10 min 6.0 mi

NON-METROPOLITAN LOCATIONS

SITE LIST B - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
Alturas	Name:NORTH STATE ALLIANCE Address:1302 NORTH E STREET ALTURAS, CA 96101 Phone No.:(530) 233-6606 Hours:M-F 8:30-5 Method(s) X Mobile Onsite X	1 min 0.7 mi	Name:NORTH STATE ALLIANCE Address:1302 NORTH E STREET ALTURAS, CA 96101 Phone No.:(530) 233-2679 Method(s) X Mobile Onsite X	1 min 0.7 mi
Barstow	Name:DR. MIKE'S WALK-IN CLINIC Address:716 EAST MAIN STREET BARSTOW, CA 92311 Phone No.:(760) 256-6426 Hours:M-Su 24 hrs Method(s) X Mobile Onsite X	1 min 0.2 mi	Name:DR. MIKE'S WALK-IN CLINIC Address:716 EAST MAIN STREET BARSTOW, CA 92311 Phone No.:(760) 256-6426 Method(s) X Mobile Onsite X	1 min 0.2 mi
Bishop	Name:NORTHERN INYO HOSPITAL - LAB Address:150 PIONEER LANE BISHOP, CA 93514 Phone No.:(760) 873-5811 Hours:M-F 9-5 Method(s) X Mobile Onsite X	2 min 1.0 mi	Name:NORTHERN INYO HOSPITAL - LAB/ER Address:150 PIONEER LANE BISHOP, CA 93514 Phone No.:(760) 873-5811 Method(s) X Mobile Onsite X	2 min 1.0 mi
Blythe	Name:PALO VERDE HOSPITAL - LAB Address:250 NORTH FIRST ST. BLYTHE, CA 92225 Phone No.:(760) 922-4115 Hours:M-F 7-4 Method(s) Mobile Onsite	1 min 0.2 mi	Name:CONCENTRA MED CTR-MILLIKEN Address: 1101 S MILLIKEN AVE SUITE C ONTARIO, CA 91761 Phone No.:(909) 390-2799 Method(s) X Mobile Onsite X	2 hr 10 min 160 mi
Bridgeport	Name:BARTON MEMORIAL HOSPITA OCC ME Address:2170 SOUTH AVENUE SOUTH LAKE TAHOE, CA 96150 Phone No.:(530) 541-3420 Hours:M-F 8-3 Method(s) Mobile Onsite	2 hr 80 mi	Name:BARTON MEMORIAL HOSPITA OCC ME Address:2170 SOUTH AVENUE SOUTH LAKE TAHOE, CA 96150 Phone No.:(530) 541-3420 Method(s) Mobile Onsite X	2 hr 80 mi

NON-METROPOLITAN LOCATIONS

SITE LIST B - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
Burney	Name:MAYERS MEMORIAL HOSPITAL - BURNEY ANNEX Address:20647 COMMERCE WAY BURNEY, CA 96013 Phone No.:530-335-3222 Hours:M-F 7-3 Method(s) Mobile Onsite X	2 min 0.8 mi	Name:MAYERS MEMORIAL HOSPITAL - BURNEY ANNEX Address:20647 COMMERCE WAY BURNEY, CA 96013 Phone No.:530-335-3222 Method(s) Mobile Onsite X	2 min 0.8 mi
Coalinga	Name:EMSI#-FRESNO Address:4323 N. GOLDEN STATE # 105 FRESNO, CA 93722 Phone No.:(559) 275-4800 Hours:M-F 8-5 Method(s) X Mobile Onsite X	1 hr 45 min 75.3 mi	Name:EMSI#-FRESNO Address:4323 N. GOLDEN STATE # 105 FRESNO, CA 93722 Phone No.:(559) 275-4800 Method(s) X Mobile Onsite X	1 hr 45 min 75.3 mi
Crescent City	Name:WORKER'S HEALTH SCREENING SVC. Address:130 NORTH HIGHWAY 101 CRESCENT CITY, CA 95502 Phone No.:(707) 465-1036 Hours:M-F 8:30-4:30 Method(s) X Mobile Onsite X	1 hr 43 min 84.9 mi	Name:WORKER'S HEALTH SCREENING SVC. Address:130 NORTH HIGHWAY 101 CRESCENT CITY, CA 95502 Phone No.:(707) 465-1036 Method(s) X Mobile Onsite X	1 hr 43 min 84.9 mi
Dunsmuir	Name:EMSI #35B - REDDING Address:3310 BECHELLIN REDDING, CA 96002 Phone No.:530-222-6612 Hours:M-F 9-5 Method(s) X Mobile Onsite X	48 min 55 mi	Name:EMSI #35B - REDDING Address:3310 BECHELLIN REDDING, CA 96002 Phone No.:530-222-6612 Method(s) X Mobile Onsite X	48 min 55 mi
El Cajon	Name:PATTON STATE HOSPITAL Address:3102 E. HIGHLAND AVE. Patton, CA 92369 Phone No.:(909) 425-7419 Hours:M-F 8 - 5 Method(s) X Mobile Onsite X	1 hr 41 min 118 mi	Name:PATTON STATE HOSPITAL Address:3102 E. HIGHLAND AVE. Patton, CA 92369 Phone No.:(909) 425-7419 Method(s) Mobile Onsite X	1 hr 41 min 118 mi

NON-METROPOLITAN LOCATIONS

SITE LIST B - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
El Centro	Name:VALLEY TESTING Address:588 BROADWAY EL CENTRO, CA 92243 Phone No.:(760) 352-5358 Hours:M-F 8-8, S 8-6 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	2 min 0.6 mi	Name:VALLEY TESTING Address:588 BROADWAY EL CENTRO, CA 92243 Phone No.:(760) 352-5358 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	2 min 0.6 mi
Escondido	Name:U.S. HEALTHWORKS-ESCONDIDO Address:362 W. MISSION AVE., STE. 104 ESCONDIDO, CA 92025 Phone No.:(760) 747-2330 Hours:M-F 8-5 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	1 min 0.9 mi	Name:U.S. HEALTHWORKS-ESCONDIDO Address:362 W. MISSION AVE., STE. 104 ESCONDIDO, CA 92025 Phone No.:(760) 747-2330 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	1 min 0.9 mi
Eureka	Name:NORTH COAST FAMILY PRACTICE Address:2505 LUCAS STREET EUREKA, CA 95503 Phone No.:(707) 445-3063 Hours:M-F 9-5 Method(s) <input type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input type="checkbox"/>	4 min 1.7 mi	Name:DRUG FREE, USA Address:1781 CENTRAL AVE. MCKINLEYVILLE, CA 95519 Phone No.:(707) 839-6301 Method(s) <input type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	17 min 12.7 mi
Fort Bragg	Name:MENDOCINO COAST DIST HOSPITAL Address:700 RIVER DRIVE FT. BRAGG, CA 95437 Phone No.:(707) 961-4660 Hours:M-F 8-5 Method(s) <input type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input type="checkbox"/>	3 min 1.1 mi	Name:CONCENTRA MEDICAL CENTER Address:1221 N DUTTON SANTA ROSA, CA 95401 Phone No.:(707) 543-8360 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	2 hr 15 min 117 mi
Garberville	Name:DRUG FREE USA Address:1781 CENTRAL AVE MCKINLEYVILLE, CA 95519 Phone No.:(707) 839-6301 Hours:M-F 8-5 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	2 hrs 81 mi	Name:DRUG FREE USA Address:1781 CENTRAL AVE MCKINLEYVILLE, CA 95519 Phone No.:(707) 839-6301 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	2 hrs 81 mi

NON-METROPOLITAN LOCATIONS

SITE LIST B - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
Indio	Name: EMSI#-RANCHO MIRAGE Address: 71537 HIGHWAY 111, STE. C RANCHO MIRAGE, CA 92270 Phone No.: (760) 836-0287 Hours: M-F 8-5 Method(s) X Mobile Onsite X	23 min 13.6 mi	Name: EMSI#-RANCHO MIRAGE Address: 71537 HIGHWAY 111, STE. C RANCHO MIRAGE, CA 92270 Phone No.: (760) 836-0287 Method(s) X Mobile Onsite X	23 min 13.6 mi
Jamestown	Name: US HEALTHWORKS/MODESTO #44 Address: 1524 MCHENRY BLDG., SUITE 500 MODESTO, CA 95350 Phone No.: (209) 575-5801 Hours: M-F 8-6 Method(s) Mobile Onsite X	1 hr 10 min 46.3 mi	Name: US HEALTHWORKS/MODESTO #44 Address: 1524 MCHENRY BLDG., SUITE 500 MODESTO, CA 95350 Phone No.: (209) 575-5801 Method(s) Mobile Onsite X	1 hr 10 min 46.3 mi
King City	Name: MEE MEMORIAL HOSPITAL Address: 300 CANAL ST. KING CITY, CA 93930 Phone No.: (831) 385-6000 Hours: M-F 9-5 Method(s) Mobile Onsite X	2 min 0.7 mi	Name: MEE MEMORIAL HOSPITAL Address: 300 CANAL ST. KING CITY, CA 93930 Phone No.: (831) 385-6000 Method(s) Mobile Onsite X	2 min 0.7 mi
Lakeport	Name: SCHLEM, MCCABE & ASSOCIATES Address: 817 SOUTH MAIN LAKEPORT, CA 95453 Phone No.: 707-263-7866 Hours: M-F 9-5 Method(s) Mobile Onsite	1 min 0.5 mi	Name: SUTTER LAKESIDE Address: 5176 HILL RD. EAST LAKEPORT, CA 95453 Phone No.: (707) 262-5011 Method(s) Mobile Onsite X	9 min 5.6 mi
Los Banos	Name: MEMORIAL HOSPITAL LOS BANOS Address: 600 WEST "I" STREET STE. F LOS BANOS, CA 93635 Phone No.: (559) 826-0591 Hours: M-F 8-5 Method(s) Mobile Onsite	3 min 0.9 mi	Name: MERCY COMMUNITY HOSPITAL Address: 301 EAST 13TH STREET MERCED, CA 95340 Phone No.: (209) 385-7000 Method(s) Mobile Onsite X	44 min 35.8 mi

NON-METROPOLITAN LOCATIONS

SITE LIST B - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
Madera	Name:CONCENTRA MED CTR-MADER Address:509 SOUTH I STREET, STE A MADERA, CA 93637 Phone No.:(559) 673-9020 Hours:M-F 8-6 Method(s) X Mobile Onsite X	1 min 0.6 mi	Name:CONCENTRA MED CTR-MADER Address:509 SOUTH I STREET, STE A MADERA, CA 93637 Phone No.:(559) 673-9020 Method(s) X Mobile Onsite X	1 min 0.6 mi
Needles	Name:EMSI# 505 LAS VEGAS Address:3075 EAST FLAMINGO RD. STE.102 LAS VEGAS, NV 89121 Phone No.:(702) 898-8778 Hours:M-F 8-5 Method(s) X Mobile Onsite X	2 hrs 102 mi	Name:EMSI# 505 LAS VEGAS Address:3075 EAST FLAMINGO RD. STE.102 LAS VEGAS, NV 89121 Phone No.:(702) 898-8778 Method(s) X Mobile Onsite X	2 hrs 102 mi
Oceanside	Name:WORK PARTNERS OCC MED Address:4002 VISTA WAY OCEANSIDE, CA 92056 Phone No.:(760) 940-3952 Hours:M-F 8-5 Method(s) Mobile Onsite X	6 min 6.4 mi	Name:WORK PARTNERS OCC MED Address:4002 VISTA WAY OCEANSIDE, CA 92056 Phone No.:(760) 940-3952 Method(s) Mobile Onsite X	6 min 6.4 mi
Oroville	Name:PREMIER HEALTH Address:1940 FEATHER RIVER BLVD OROVILLE, CA 95965 Phone No.:(530) 532-8824 Hours:M-F 7:30-4:30 Method(s) Mobile Onsite	3 min 1.3 mi	Name:DRUG & ALCOHOL TESTING Address:595 WINSHIP RD YUBA CITY, CA 95991 Phone No.:(530) 674-5674 Method(s) X Mobile Onsite X	48 min 30.6 mi
Paso Robles	Name:STAR DRUG TESTING Address:3850 RAMADA DRIVE STE C-4 PASO ROBLES, CA 93446 Phone No.:(805) 434-1477 Hours:M-F 8-5 Method(s) X Mobile Onsite X	7 min 5 mi	Name:STAR DRUG TESTING Address:3850 RAMADA DRIVE STE C-4 PASO ROBLES, CA 93446 Phone No.:(805) 434-1477 Method(s) X Mobile Onsite X	7 min 5 mi

NON-METROPOLITAN LOCATIONS

SITE LIST B - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
Quincy	Name:PARAMEX-CHICO Address:1450 SHERMAN AVE CHICO, CA 95926 Phone No.:(530) 895-3203 Hours:M-F 8-5 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	2 hrs 10 min 87.5 mi	Name:PARAMEX-CHICO Address:1450 SHERMAN AVE CHICO, CA 95926 Phone No.:(530) 895-3203 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	2 hrs 10 min 87.5 mi
Rancho Cucamonga	Name:CONCENTRA MED CTR-HAVEN Address:9190 HAVEN AVENUE RANCHO CUCAMONGA, CA 91730 Phone No.:(909) 481-7345 Hours:M-SU 24/7 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	3 min 2.4 mi	Name:CONCENTRA MED CTR-HAVEN Address:9190 HAVEN AVENUE RANCHO CUCAMONGA, CA 91730 Phone No.:(909) 481-7345 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	3 min 2.4 mi
Red Bluff	Name:EMSI Address:3310 BECHELLIN REDDING, CA 96002 Phone No.:530-222-6612 Hours: M-F 8-5 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	29 min 28.1 mi	Name:EMSI Address:3310 BECHELLIN REDDING, CA 96002 Phone No.:530-222-6612 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	29 min 28.1 mi
Salinas	Name:WORKWELL HEALTH SERVICES Address:680 EAST ROMIE LANE SALINAS, CA 93901 Phone No.:(831) 422-3701 Hours:M-F 8-5:30 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	4 min 1.9 mi	Name:WORKWELL HEALTH SERVICES Address:680 EAST ROMIE LANE SALINAS, CA 93901 Phone No.:(831) 887-7415 Method(s) <input type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	4 min 1.9 mi
San Juan Capistrano	Name:EMSI#-GARDEN GROVE Address:11612 KNOTT STREET, STE. G13 GARDEN GROVE, CA 92841 Phone No.:(714) 898-9203 Hours:M-F 8-5 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	34 min 31.9 mi	Name:EMSI#-GARDEN GROVE Address:11612 KNOTT STREET, STE. G13 GARDEN GROVE, CA 92841 Phone No.:(714) 898-9203 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	34 min 31.9 mi

NON-METROPOLITAN LOCATIONS

SITE LIST B - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
Santa Cruz	Name:DOCTOR'S ON DUTY Address:615 OCEAN ST. SANTA CRUZ, CA 95060 Phone No.:(831) 425-7991 Hours:M-SU 8-8 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	8 min 3.5 mi	Name:DOCTOR'S ON DUTY Address:615 OCEAN ST. SANTA CRUZ, CA 95060 Phone No.:(831) 425-7991 Method(s) <input type="checkbox"/> Mobile <input checked="" type="checkbox"/> Onsite <input checked="" type="checkbox"/>	8 min 3.5 mi
Santa Maria	Name:STAR DRUG TESTING Address:222 WEST CARMEN LANE, STE 101 SANTA MARIA, CA 93458 Phone No.:(805) 349-0558 Hours:M-F 8-5 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	4 min 2.2 mi	Name:STAR DRUG TESTING Address:222 WEST CARMEN LANE, STE 101 SANTA MARIA, CA 93458 Phone No.:(805) 349-0558 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	4 min 2.2 mi
Sonoma	Name:ALCOHOL & DRUG TESTING Address:5865 LA BATH AVE. SUITE 7 ROHNERT PARK, CA 94928 Phone No.:(707) 588-1234 Hours:M-F 9-5 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	32 min 23.8 mi	Name:ALCOHOL & DRUG TESTING Address:5865 LA BATH AVE. SUITE 7 ROHNERT PARK, CA 94928 Phone No.:(707) 588-1234 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	32 min 23.8 mi
South Lake Tahoe	Name:BARTON MEMORIAL HOSPITA OCC ME Address:2170 SOUTH AVENUE S LAKE TAHOE, CA 96150 Phone No.:(530) 541-3420 Hours:M-SU 24 HRS Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	8 min 3 mi	Name:BARTON MEMORIAL HOSPITA OCC ME Address:2170 SOUTH AVENUE SOUTH LAKE TAHOE, CA 96150 Phone No.:(530) 541-3420 Method(s) <input type="checkbox"/> Mobile <input checked="" type="checkbox"/> Onsite <input checked="" type="checkbox"/>	8 min 3 mi
Susanville	Name:BANNER LASSEN DRAW STATION Address:1445 PAUL BUNYAN RD. STE A SUSANVILLE, CA 96130 Phone No.:(530) 252-1177 Hours:M-F 7-5 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	2 min 1 mi	Name:BANNER LASSEN MED CENTER Address:1800 SPRING RIDGE DRIVE SUSANVILLE, CA 96130 Phone No.:(530) 252-2193 Method(s) <input type="checkbox"/> Mobile <input checked="" type="checkbox"/> Onsite <input checked="" type="checkbox"/>	2 min 1 mi

NON-METROPOLITAN LOCATIONS

SITE LIST B - URINE COLLECTION / BREATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours - Site Address/Phone Number	TRAVEL TIME / MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME / MILES
Truckee	Name:TAHOE FORREST HOSPITAL Address:10121 PINE AVENUE TRUCKEE, CA 96161 Phone No.:(530) 582-3401 Hours:M-F 8-5 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	4 min 1.3 mi	Name:TAHOE FORREST HOSPITAL Address:10121 PINE AVENUE TRUCKEE, CA 96161 Phone No.:(530) 582-3401 Method(s) <input type="checkbox"/> Mobile <input checked="" type="checkbox"/> Onsite <input checked="" type="checkbox"/>	4 min 1.3 mi
Ukiah	Name:UKIAH VALLEY MEDICAL CENTER Address:275 HOSPITAL DRIVE UKIAH, CA 95482 Phone No.:(707) 467-4994 Hours:M-F 8-5 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	1 min 0.4 mi	Name:ALCOHOL & DRUG TESTING Address:5865 LA BATH AVE. SUITE 7 ROHNERT PARK, CA 94928 Phone No.:(707) 588-1234 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	1 min 0.4 mi
Visalia	Name:VALLEY INDUSTRIAL & FAMILY CLINIC Address:225 S. CHINOWTH VISALIA, CA 93291 Phone No.:(559) 627-3222 Hours:M-F 7:30-6 Method(s) <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Onsite <input checked="" type="checkbox"/>	5 min 2.9 mi	Name:VALLEY INDUSTRIAL & FAMILY CLINIC Address:225 S. CHINOWTH VISALIA, CA 93291 Phone No.:(559) 627-3222 Method(s) <input type="checkbox"/> Mobile <input checked="" type="checkbox"/> Onsite <input checked="" type="checkbox"/>	5 min 2.9 mi
Yreka	Name:ONARHEIM SERVICES Address:120 SINGLETON LANE YREKA, CA 96097 Phone No.:(530) 842-1395 Hours:M-F 8-5 <input type="checkbox"/> Mobile <input checked="" type="checkbox"/> Onsite <input checked="" type="checkbox"/>	7 min 3.4 mi	Name:ONARHEIM SERVICES Address:120 SINGLETON LANE YREKA, CA 96097 Phone No.:(530) 842-1395 Method(s) <input type="checkbox"/> Mobile <input checked="" type="checkbox"/> Onsite <input checked="" type="checkbox"/>	7 min 3.4 mi

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement (Exhibit B, Attachment 1).
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Julie Lowe
Department of Personnel Administration
Benefits Division
1515 S Street, North Building, Suite 400
Sacramento, CA 95814

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DPA shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DPA shall have the option to either cancel this Agreement with no liability occurring to DPA, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. DPA shall not pay any funds to any Contractor during such time as the Budget Act covering that fiscal year has not been approved by the Legislature and signed into law by the Governor.

3. **Prompt Payment Clause**

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. This prompt payment clause shall only apply during such time as there exists a duly enacted Budget Act which authorizes payments for Departmental expenditures.

**EXHIBIT B – ATTACHMENT 1
(Standard Agreement)**

COST PROPOSAL RATES / CONTRACT PRICES

EXISTING AND INCUMBENT TESTING PROGRAMS

September 1, 2007 – June 30, 2009

Breath Alcohol Testing Services

8:00 a.m. - 5:00 p.m.	\$ 28.00
5:00 p.m. - 12:00 a.m.	\$ 78.00
12:00 a.m. - 8:00 a.m.	\$ 78.00
Tests Exceeding Average Price	\$ 78.00

Urine Collection Services

8:00 a.m. - 5:00 p.m.	\$ 19.00
5:00 p.m. - 12:00 a.m.	\$ 69.00
12:00 a.m. - 8:00 a.m.	\$ 69.00
Collections Exceeding Average Price	\$ 69.00

Mobile/24-Hour Collection Services

Breath Alcohol Testing

8:00 a.m. - 5:00 p.m.	\$ 128.00
5:00 p.m. - 12:00 a.m.	\$ 178.00
12:00 a.m. - 8:00 a.m.	\$ 178.00
Holidays/Weekends	\$ 178.00

Urine Collection Services

8:00 a.m. - 5:00 p.m.	\$ 119.00
5:00 p.m. - 12:00 a.m.	\$ 169.00
12:00 a.m. - 8:00 a.m.	\$ 169.00
Holidays/Weekends	\$ 169.00

Other Fees

Waiting Time	\$ 50.00/Hour
Mileage Rate	\$ 0.50/Mile

Laboratory Services

Urine Drug Testing

Basic Panel A (Pre-Employment – 6 Substances)

Screens	\$ 10.23
GC/MS Confirmations	\$ 19.95

Basic Panel B (Reasonable Suspicion Testing – 8 Substances)

Screens	\$ 10.47
GC/MS Confirmations	\$ 19.95

**EXHIBIT B – ATTACHMENT 1
(Standard Agreement)**

Extra Services

Blind Specimens	\$ 0.00
Flawed Specimens	\$ 4.95
D/L Isomer Tests	\$ 19.95
6-MAM Tests	\$ 19.95
- Adulteration Screening	\$ 0.95
- Fee for Consultant/Expert Testimony	\$150.00/Hour - PLUS TRAVEL EXPENSES IN ACCORDANCE TO CA STATE GUIDELINES.

(Signature)

8-21-07

MRO Services

Positive Test Review	\$ 21.00
Negative Test Review	\$ 6.50

Training and Informational Services

Supervisor/Manager Training (4 Hours)	\$1,000.00
Employee Training (4 Hours)	\$1,000.00
Training for Trainers (4 Hours)	\$1,000.00

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C
(Standard Agreement)

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C
(Standard Agreement)

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

EXHIBIT C
(Standard Agreement)

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Prelitigation Dispute Resolution Process: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under the Agreement which is not disposed of by written agreement shall be decided by the DPA, who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor will have thirty (30) calendar days after receipt of such decision to submit a written protest to the DPA specifying in detail in what particulars the Agreement requirements were exceeded. Failure to submit such protest within the period specified shall constitute a waiver of any and all rights to adjustment in Agreement terms and the DPA's decision shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement upon receipt of written order from the DPA to do so.

Agency Liability: The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Subcontractors: Nothing, contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Termination of Agreement: The DPA may terminate this Agreement or any part thereof for any reason or no reason by giving the Contractor thirty (30) days written notice of the effective date of termination. In the event of such termination, the State shall be relieved of any payments arising under this Agreement and may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due to the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT D
(Standard Agreement)

Provisions: If any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, but the same shall be construed and enforced as if said illegal or invalid provision has never been inserted herein.

Amendments: Any changes to this Agreement shall be agreed to in writing by both parties. Persons designated to have authority in providing instruction to facilitate changes to this Agreement are listed in Exhibit A, Scope of Work. Persons authorized to provide daily operation instructions are also listed in the Scope of Work, Attachment A. The Department may amend either listing pursuant to a written notification.

Indemnification: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. Nothing in this Agreement shall preclude the State from participating in and/or providing its own defense. However, Contractor shall not be relieved from its obligation to indemnify, defend and save harmless the State, its officers, agents and employees even though the State participates in and/or provides its own defense.

Inspections: The DPA reserves the right to conduct on-site inspections of the Contractor's and sub-contractor's facilities and to require the Contractor to participate in blind testing for quality control purposes.

Settlement of Disputes: Any claim that the Contractor may have regarding the performance of this agreement, including, but not limited to, claims for additional compensation, extension of time, shall be submitted to the Department of Personnel Administration, Legal Division within ten (10) days of discovery of the problem. Within ten (10) days of this filing, the Chief Counsel or Designee shall meet with the Contractor and assigned attorney for purposes of resolving the dispute. Should the Contractor disagree with the decision, the Contractor may appeal to the DPA Director or Designee within fifteen (15) working days of the decision. The DPA Director, or Designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Director or Designee shall be returned to the Contractor within thirty (30) days of the meeting. The decision of the DPA Director or Designee shall be final. Except that, nothing in this section shall constitute a waiver by the Contractor to seek enforcement of any right under this contract after the above dispute resolution procedures have been exhausted.

EXHIBIT D
(Standard Agreement)

Force Majeure: The parties' performance under this Contract is subject to government regulation, or governmental decision that restricts travel, acts of God, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this contract or, alternatively postpone any hearing previously scheduled pursuant to this agreement, for any one or more of such reasons upon notice to the other party of such occurrence or receipt of any of the above occurrences. This agreement may be terminated, or alternatively the hearing postponed, for any one or more such reasons without prejudice or penalty.

EXHIBIT E
(Standard Agreement)

CONTRACTOR EVALUATION

Notice of Agency Evaluation of Contractor Performance Per Public Contract Code

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of the Contractor's performance under this Agreement. The evaluation shall be prepared on Contract/Contractor Evaluation form (STD 4), and maintained in the Agreement file. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (PCC 10367; 10369; 10370).