

copy

AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of April, 2004, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Tulare District Hospital – Mineral King Laboratory whose address is 869 Cherry Street, Tulare California 93274, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

1. OBLIGATIONS OF THE CONTRACTOR

A. The Contractor shall perform evidentiary toxicology laboratory testing and analyses, expert witness testimony, and related services in accordance with the terms, conditions, specifications, and requirements of COUNTY's Request for Quotation No. 961-3905, including Addendum Number One, (attached as Exhibit I) and the CONTRACTOR'S quotation made in response thereto (attached as Exhibit II). Exhibits I and II shall by reference be incorporated herein. Provision of services shall be limited to the COUNTY'S Coroner's Department. Services pertaining to COUNTY'S District Attorney and Sheriff's Departments as referenced in Exhibits I and II shall be specifically excluded from this agreement.

2. OBLIGATIONS OF THE COUNTY

A. In consideration of the services satisfactorily provided pursuant to this Agreement, COUNTY shall compensate CONTRACTOR for services performed in accordance with rates stated on Attachment A.

3. TERM

This Agreement shall be for a period of three (3) years, effective retroactive to the 1st day of April, 2004 and shall terminate on the 31st day of March, 2007. The Agreement may be renewed for two (2) additional one (1) year periods by mutual written consent, under the same terms and conditions as stated herein. Notice of intent not to renew the agreement for the additional one year period must be delivered a minimum of sixty (60) days prior to the original expiration date of this Agreement. The terms of the extensions are from April 1, 2007 through March 31 2008. and April 1, 2008 through March 31, 2008.

1 4. TERMINATION

2 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
3 be provided thereunder, are contingent on the approval of funds by the appropriating government
4 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
5 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
6 notice.

7 B. Breach of Contract - The COUNTY may immediately suspend or terminate
8 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 9 1) An illegal or improper use of funds;
10 2) A failure to comply with any term of this Agreement;
11 3) A substantially incorrect or incomplete report submitted to the COUNTY;
12 4) Improperly performed service.

13 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY
14 of any breach of this Agreement or any default which may then exist on the part of the
15 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
16 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
17 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
18 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
19 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
20 demand.

21 C. Without Cause - Under circumstances other than those set forth above,
22 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
23 notice of an intention to terminate to CONTRACTOR.

24 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
25 CONTRACTOR agrees to receive compensation in accordance with rates stated on Attachment
26 A. CONTRACTOR shall submit monthly invoices in triplicate to the County of Fresno, Fresno
27 County Coroner's Office, 760 W. Nielsen Avenue, Fresno, California 93706. CONTRACTOR
28 shall prepare invoices in a manner that provides appropriate detail information to the COUNTY to

1 identify services provided.

2 In no event shall services performed under this Agreement be in excess of
3 ONE HUNDRED THIRTY THOUSAND DOLLARS AND NO CENTS (\$130,000) annually or
4 THREE HUNDRED NINETY THOUSAND DOLLARS AND NO CENTS (\$390,000) during the
5 three (3) term of this Agreement. If the term of this Agreement is extended by the parties for any
6 optional term, as provided in section 3, above, then the maximum amount payable for each such
7 optional terms shall be ONE HUNDRED THIRTY THOUSAND DOLLARS AND NO CENTS
8 (\$130,000). It is understood that all expenses incidental to CONTRACTOR'S performance of
9 services under this Agreement shall be borne by CONTRACTOR.

10 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and
11 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
12 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
13 employees will at all times be acting and performing as an independent contractor, and shall act in
14 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
15 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
16 direct the manner or method by which CONTRACTOR shall perform its work and function.
17 However, COUNTY shall retain the right to administer this Agreement so as to verify that
18 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

19 CONTRACTOR and COUNTY shall comply with all applicable provisions of
20 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
21 matters the subject thereof.

22 Because of its status as an independent contractor, CONTRACTOR shall have
23 absolutely no right to employment rights and benefits available to COUNTY employees.
24 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
25 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
26 responsible and save COUNTY harmless from all matters relating to payment of
27 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
28 regulations governing such matters. It is acknowledged that during the term of this Agreement,

1 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
2 Agreement.

3 7. MODIFICATION: Any matters of this Agreement may be modified from time
4 to time by the written consent of all the parties without, in any way, affecting the remainder.

5 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
6 Agreement nor their rights or duties under this Agreement without the prior written consent of the
7 other party.

8 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
9 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
10 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
11 resulting to COUNTY in connection with the performance, or failure to perform, by
12 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
13 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
14 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
15 of CONTRACTOR, its officers, agents, or employees under this Agreement.

16 10. INSURANCE

17 Without limiting the COUNTY's right to obtain indemnification from
18 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
19 force and effect the following insurance policies throughout the term of this Agreement:

20 A. Commercial General Liability

21 Commercial General Liability Insurance with limits of not less than One
22 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
23 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
24 specific coverages including completed operations, products liability, contractual liability,
25 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
26 necessary because of the nature of this contract.

27 B. Automobile Liability

28 Comprehensive Automobile Liability Insurance with limits for bodily injury of

1 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
2 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
3 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
4 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
5 in connection with this Agreement.

6 C. Worker's Compensation

7 A policy of Worker's Compensation insurance as may be required by the
8 California Labor Code.

9 CONTRACTOR shall obtain endorsements to the Commercial General Liability
10 insurance naming the County of Fresno, its officers, agents, and employees, individually and
11 collectively, as additional insured, but only insofar as the operations under this Agreement are
12 concerned. Such coverage for additional insured shall apply as primary insurance and any other
13 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
14 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
15 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
16 written notice given to COUNTY.

17 Within Thirty (30) days from the date CONTRACTOR executes this
18 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
19 above for all of the foregoing policies, as required herein, to the County of Fresno, (Fresno County
20 Coroner, 760 W. Nielsen Avenue, Fresno, California 93706), stating that such insurance
21 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents
22 and employees will not be responsible for any premiums on the policies; that such Commercial
23 General Liability insurance names the County of Fresno, its officers, agents and employees,
24 individually and collectively, as additional insured, but only insofar as the operations under this
25 Agreement are concerned; that such coverage for additional insured shall apply as primary
26 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
27 and employees, shall be excess only and not contributing with insurance provided under
28 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed

1 without a minimum of thirty (30) days advance, written notice given to COUNTY.

2 In the event CONTRACTOR fails to keep in effect at all times insurance
3 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
4 suspend or terminate this Agreement upon the occurrence of such event.

5 All policies shall be with admitted insurers licensed to do business in the State
6 of California. Insurance purchased shall be purchased from companies possessing a current A.M.
7 Best, Inc. rating of B+ FSC VIII or better.

8 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
9 business hours, and as often as the COUNTY may deem necessary, make available to the
10 COUNTY for examination all of its records and data with respect to the matters covered by this
11 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
12 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
13 with the terms of this Agreement.

14 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
15 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
16 after final payment under contract (Government Code Section 8546.7).

17 12. NOTICES: The persons and their addresses having authority to give and
18 receive notices under this Agreement include the following:

19 COUNTY
20 COUNTY OF FRESNO
21 Lorelee H. Cervantes
22 Fresno County Coroner
23 760 W. Nielsen Avenue
24 Fresno, California 93706

25 CONTRACTOR
26 Tulare District Hospital –
27 Mineral King Laboratory
28 Roger G. Peterson, Director
869 Cherry Street
Tulare, California 93274

23 Any and all notices between the COUNTY and the CONTRACTOR provided
24 for or permitted under this Agreement or by law shall be in writing and shall be deemed duly
25 served when personally delivered to one of the parties, or in lieu of such personal services, when
26 deposited in the United States Mail, postage prepaid, addressed to such party.

27 13. GOVERNING LAW: Venue for any action arising out of or related to this
28 Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement. In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement including Attachment "A", but excluding Exhibits I and II; (2) the COUNTY'S Request for Quotation No. 961-3905, including Addendum Number One; and (3) the CONTRACTOR'S quotation made in response to COUNTY'S Request for Quotation No. 961-3905.

[illegible]

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3 CONTRACTOR

COUNTY OF FRESNO

4
5 Bernice CPA MBA
6 (Authorized Signature)

Susan B. Anderson
Chairman, Board of Supervisors

7
8 Lucy Berniche, Chief Financial Officer
(Print Name & Title)

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

9 Tulare District Hospital-Mineral King Laboratory
10 869 Cherry Street
11 Tulare, California 93274

By [Signature]
Deputy

12 DATE: 4/9/04

DATE: APR 27 2004

13 TAXPAYER FEDERAL I.D. #:946002899

14 REVIEWED & RECOMMENDED
15 FOR APPROVAL

16 Loralee H. Cervantes
17 Loralee H. Cervantes,
18 Coroner-Public Administrator/Guardian

19 APPROVED AS TO LEGAL FORM:

APPROVED AS TO ACCOUNTING FORM:

20
21 [Signature]
22 County Counsel

Bill [Signature]
Auditor-Controller/Treasurer-Tax Collector

23
24 FOR ACCOUNTING USE ONLY:

25 Fund: 0001
26 Subclass: 10000
27 ORG: 4330
28 Acct No.: 7295

TDH-Mineral King Laboratory

ATTACHMENT A

<u>Type of Analysis</u>	<u>Cost per Test</u>
1. Blood Alcohol – Ethyl Alcohol by California licensed forensic alcohol laboratory	\$27
2. Blood Drug Screen – Qualitative screen for cocaine, opiates, PCP, amphetamines, barbiturates, benzodiazopines, and cannabinoids	\$27
3. Urine Drug Screen – Qualitative screen for cocaine, opiates, PCP, amphetamines, barbiturates, benzodiazopines, and cannabinoids	\$25
4. Miscellaneous Drug Screen – Qualitative screen of common drugs	\$35
5. Drug Screen – Confirmation and quantitative levels for each specific drug and metabolite detected	\$50
6. Estoteric Drug Screen – Confirmation and quantitative level	\$100
7. Chemistry Panel, Vitreous Fluid – including sodium, potassium, urea nitrogen, creatinine, glucose, chloride, ketones	\$40
8. Carbon Monoxide Hemoglobin	\$28
9. Heavy Metal Urine Screen – Qualitative for arsenic, lead, mercury	\$100
10. Solvent Screen – Identification and qualitative levels, including benzene, carbon tetrachloride, chloroform, toulene	\$50
11. Volatiles Screen – Identification and qualitative levels, including ethanol, methanol, isopropanol, acetone	\$50
12. Ethylene Glycol	\$100
13. Gasoline, Kerosene	\$100
14. Hepatitis Panel	\$100
15. HIV Antibody Panel	\$50

TDH-Mineral King Laboratory

ATTACHMENT A

Type of Analysis

Cost per Test

- 16. Microbiology – Blood, swab, viral cultures\$40
- 17. Cholinesterase, RBC Panel\$25
- 18. Blood Typing – ABO grouping, forensic absorption/elution method.....\$25

Expert Witness Testimony

- 1. Court Appearance – First Hour.....No charge
- 2. Court Appearance – Each additional hour after the first hourNo charge
- 3. Mileage Allowance.....No charge

EXHIBIT NO. I

COUNTY OF FRESNO

REQUEST FOR QUOTATION

No. 961-3905

COUNTY OF FRESNO

REQUEST FOR QUOTATION

NUMBER: 961-3905

TOXICOLOGY TESTING-LABORATORY SERVICES

January 5, 2004

ORG/REQUISITION: 43300030/2860/ 4334000095,8604000079 PURCHASING USE G:\RFQ\961-3905 TOXICOLOGY LABORATORY TESTING.DOC

IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON JANUARY 21, 2003.

QUOTES WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

Quotes will be opened and publicly read at that time. All quotation information will be available for review after contract award.

Clarification of specifications are to be directed to: **Ken Voza, phone (559) 456-7110, FAX (559) 456-7831.**

GENERAL CONDITIONS

See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached.

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED QUOTATION SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule.

1. Complete delivery will be made within _____ calendar days after receipt of Order.
2. A cash discount of _____ % _____ days will apply.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

()

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

TAXPAYER FEDERAL I.D. NO.:

SIGNED BY

PRINT NAME

TITLE

COUNTY OF FRESNO PURCHASING
STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for 120 days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least 5 working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by the County of Fresno's Purchasing Unit. The Purchasing Unit shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of the County's Purchasing Unit. The specific buyer

managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or willing to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (7.875%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder. The evaluation will include such things as life-cycle cost, availability, delivery

Quotation No. 961-3905

costs and whose product and/or service is deemed to be in the best interest of the County. The county shall be the sole judge in making such determination.

- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

6. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

7. PREFERENCE/TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within 30 days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than 15 days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net Forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS.

The "General Conditions" of this RFP/RFQ shall be superseded if in conflict with any other section of this bid.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act. California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

VENDOR TESTING IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Our quotation is attached and identified as: _____

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the Quotation Schedules.

Work services will commence within _____ calendardays after signing of the final contract.

Provider: _____

Address: _____

Zip: _____

Signed by: _____

Print Name

Print Title

()

Telephone

()

Fax Number

E-mail Address

Date: _____

Taxpayer Identification No.: _____

California Resale Permit No.: _____

LABORATORY TESTING SERVICES BIDDING INSTRUCTIONS AND REQUIREMENTS

The County of Fresno is soliciting bids for laboratory services to provide evidentiary analysis, consultation and testimony for the Departments of District Attorney, Sheriff, and Public Administrator/Coroner.

The terms Bidder, Vendor and Contractor refer to the individual, company or agency submitting a quotation.

ISSUING AGENT: This RFQ has been issued by the County of Fresno's Purchasing Unit. The Purchasing Unit shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFQ shall be directed to an authorized representative of the County's Purchasing Unit. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On December 19, 2003 at 1:30 P.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of the County of Fresno Purchasing Division, 4525 E. Hamilton (between Cedar and Maple), Fresno, California. Minutes will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Ken Voza at the County of Fresno Purchasing Division, (559) 456-7110, if they are planning to attend the conference.

NUMBER OF COPIES: Submit one (1) original and four (4) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to the County of Fresno Purchasing Division.

CONTRACTOR QUALIFICATIONS: A prospective contractor must have the experience, performance record and the capacity to perform the required services enumerated in this Request for Qualification.

AWARD: The County of Fresno reserves the right to make the award on the basis of the entire Quotation or on a Group basis as indicated on the Quotation Schedules. The award(s) will be made in a manner determined to be to the best advantage of the County. The County will be the sole judge in making such determination.

PAYMENT: County will make monthly payments for all services ordered under the ensuing contract.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

TERM: The initial contract period shall be for three (3) years.

RENEWAL: Contract may be renewed for a additional one (1) year periods by mutual written consent.

TERMINATION: The agreement may be terminated by the County at any time upon written notice.

QUANTITIES: Quantities shown in the Quotation Schedules are estimated annual quantities. The County guarantees no minimums and reserves the right to increase or decrease quantities.

INTERPRETATION OF REQUEST FOR QUOTATION: The bidder must make careful examination of the requirements, specifications, and conditions expressed in this request for Quotation and fully inform him or herself as to the quality and character of the services required.

If any person planning to submit a quotation finds discrepancies in or omissions from this Request for Quotation, or if they are in doubt as to the true meaning, they may request, in writing, interpretation or correction thereof, from the Purchasing Manager at least six (6) working days prior to the closing date of the Quotation. The person submitting the request will be responsible for its prompt delivery. Any change in the Request for Quotation will be made only by written addendum, duly issued by the County Purchasing Manager, to each firm to whom the Request for Quotation was issued by the County.

The County will not be responsible for any other explanations or interpretations.

SELECTION PROCESS: All bids will be evaluated by a committee consisting of representatives from County Purchasing and the user Departments. It will be their responsibility to make recommendations to the Board of Supervisors. Selected bidders may be asked to make oral presentations to the evaluation team. Bidders will be advised as to the time and place for the presentation.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a bid to the County, the bidder consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

INVOICING: All invoices are to be delivered in duplicate to the appropriate user Department at the address listed below. The details of the invoices shall conform to requirements specified herein.

DEPARTMENT BILLING ADDRESSES:

1. County of Fresno
District Attorney
2220 Tulare, Suite #1000
Fresno, California 93721

2. County of Fresno
Sheriff's Administration
Attention: Business Manager
P.O. Box 1788
Fresno, CA 93717

3. County of Fresno
Public Administrator/Coroner
760 W. Nielsen Ave.
Fresno, CA 93706

HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents and employees, will at all times by acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent or employee of the County. County shall have no right to control or supervise or direct the methods by which Contractor shall perform its work and functions. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof. Because of its status as an independent contractor, Contractor waives any and all employment benefits available to County employees. Further, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement Contractor may be providing services to other unrelated to the County or to this Agreement.

PRICES: Bidder agrees that prices quoted are maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno.

INSURANCE:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of the Agreement:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).

This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within Thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Purchasing Manager, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of B+ FSC VIII or better.

Name of Insurance Carrier: _____

Public Liability: _____ Expires: _____

Workman's Compensation: _____ Expires: _____

Proof of maintenance of adequate insurance will be required before award is made to vendor.

BIDDER TO COMPLETE THE FOLLOWING:**PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

VENDOR RESPONSE SECTION

Complete and Submit as a part of Quotation.

1. Exceptions. List any exceptions to the Bidding Instructions or Scope of Work, General or Specific. If exceptions are not noted, the County will assume that the bidder's Quotation meets these requirements.

2. Description of business. On company letterhead, provide a brief statement including: a) Type of business (corporation, partnership, etc.); b) Age of business; c) General nature of business; d) List of licenses; e) List of principals and background.

3. The County of Fresno understands that laboratories performing forensic alcohol analysis are subject to the provisions of State Code Title 17, Chapter 5. Does bidder comply with the provisions of State Code Title 17, Chapter 5? Yes____. No____.

Current License Number _____ Date License Expected _____

4. State location of depository for after hour samples: _____

5. Include copy of protocol for "Chain of Possession" of samples.

6. Include copy of Forms: a) Request for Services
 b) Individual Billing
 c) Summary Billing
 d) Test Results

7. Test results will be available in 24 to 48 hours in case of emergency.
Yes_____ No_____

Firm: _____

REFERENCE LIST

Provide a list of at least four (4) customers for whom you have recently provided similar services (preferably California State or local government agencies). Be sure to include addresses and phone numbers.

Reference Name: _____ City: _____

Contact _____ Phone No.: () _____

Date: _____

Service Provided: _____

Reference Name: _____ City: _____

Contact _____ Phone No.: () _____

Date: _____

Service Provided: _____

Reference Name: _____ City: _____

Contact _____ Phone No.: () _____

Date: _____

Service Provided: _____

Reference Name: _____ City: _____

Contact _____ Phone No.: () _____

Date: _____

Service Provided: _____

Failure to provide a list of at least four (4) customers may be cause for rejection of this bid.

LABORATORY TESTING SERVICE REQUIREMENTS

The following requirements shall apply to all County Departments except when stated differently under the sections, which deal with the specific requirements of each department.

1. Contractor shall provide all labor, material, equipment, taxes, transportation, etc. to perform evidentiary toxicology laboratory testing as specified.
2. Contractor shall provide daily weekday pick-up service from a central location to be designated.
3. Contractor shall have a secure "lock box" depository for samples submitted after business hours and/or weekends and holidays.
4. Contractor shall provide "expert" testimony in a court setting upon request of any of the user Departments.
5. Contractor shall have a written protocol and shall maintain a legally defensible "chain of possession" written record on all samples accepted for testing.
6. Written analysis results shall routinely be available within seven (7) days of receiving samples, in no event shall time exceed thirty (30) days.
7. Contractor shall be capable of responding to emergency requirements and have results available in 24 to 48 hours. This would include samples where a filing decision is required within 48 hours of time of arrest.
8. Contractor shall properly store and retain samples in compliance with the provisions of Title 17 and specific requirements of each user Department.
9. Contractor shall provide user Departments with "Request for Toxicology Services" forms, in duplicate.
10. Billing documents for each case shall include information as deemed appropriate by each County Coordinator.
11. Monthly summary billing reports will be provided to each user Department.
12. Test results reports shall contain information as deemed appropriate by each County Coordinator and include a copy of applicable "Chain of Possession" Form. Reports will be mailed to each user Department.
13. Retesting due to changes in Bidder's staff or unavailability of original testing personnel shall be done at no charge.
14. **Requirements specific to the Fresno County District Attorney.**
 - a. Samples shall be retained to ensure availability for retesting, if needed. Misdemeanor case samples shall be retained for a minimum of one (1) year and felony case samples shall be retained at least two (2) years and disposed of only upon approval of

the District Attorney. All samples shall be retained at appropriate temperatures to ensure accurate re-testability.

- b. Laboratory reports prepared for and paid for by District Attorney's Office, Criminal Division, shall be available to Public Defender's Office at no charge.
- c. "Weekly Summary", report alphabetized by defendant's last name and including:
 - I. Defendant's name
 - II. Lab case number
 - III. Law enforcement agency submitting
 - IV. Law enforcement agency charge
 - V. Law enforcement agency case number
 - VI. Date sample submitted
 - VII. Date of analysis
 - VIII. Type of specimen
 - IX. Result of analysis
 - X. Exact location of arrest within the unincorporated area of Fresno County.
- d. Contractor shall provide two (2) scheduled weekly pickups from the office of the California Highway Patrol located at 1382 West Olive Avenue, Fresno California. Such pickups to be scheduled Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. All evidence to be signed for when picked up.
- e. Laboratory testing services provided to the County's District Attorney by the contractor as a result of CHP arrests made pursuant to Vehicle Code sections 23103, 23104, 23152 and 23153, shall only be billed to the County District Attorney when said arrests are made in the unincorporated area of the County.
- f. Laboratory testing services performed by the contractor pursuant to CHP arrests made in the incorporated areas of the County (e.g. municipalities) shall be billed by the contractor to the incorporated entity wherein the CHP arrest occurred, not the County's District Attorney.

Requirements specific to the Fresno County Sheriff's Department.

- a. Only tests requested by authorized Fresno County Sheriff's Department personnel are to be billed to Sheriff Department. Successful bidder will be supplied with a list of authorized personnel.
- b. "Weekly Summary" as described in Section 14c shown above.

- c. The Contractor must be able to analyze degraded samples. Forensic samples are inherently in poor condition and the laboratory analyzing these samples must be able to deal with degradation.
- d. A variety of blood vials are used and the Contractor must be able to handle the following types of vials – EDTA, ACD, NaF, No Preservative, Clot tubes and urine samples.
- e. Contractor shall not discard samples without written authorization from the Sheriff's Department

16. Requirements specific to the County of Fresno Coroner:

- a. Bidder providing toxicology and medical testing services must be willing to work with any and all of the pathologists listed as eligible to perform autopsies for the Coroner's Office.
- b. Tests will be required for an estimated 650-750 Coroner cases per year.
- c. *Bidder shall have:*
 - 1. The ability, in-house, to test for, detect, and quantify commonly abused psychoactive drugs, including, but not limited to, opiates, amphetamines, lysergic acid and related compounds, phencyclidine, cocaine and barbiturates.
 - 2. The ability, in-house, to test for, detect, and quantify common basic, acidic and neutral therapeutic non-psychoactive drugs.
 - 3. The ability, in-house, to test for, detect, and quantify human chemistry electrolytes, basic urea nitrogen, glucose, acetone, chlorinesterase, prostatic acid phosphatase, and type, RH and subfactor human blood.
 - 4. The ability to properly prepare, extract for testing and store human body fluids and tissue submitted for testing. Including, but not limited to blood, urine, cerebral spinal fluid, vitreous humor, bile, stomach and intestinal contents and major organs.
- d. Toxicology and medical reports shall include all the information required in the "Request for Toxicology Services" form, plus, but not limited to, type and condition of the specimen, listing of tests performed or procedures requested and date specimen tested.
 - 1. Have access to provide routine Bacterial, Viral and Fungal Cultures.
 - 2. The ability to detect, test for, and quantify levels of solvents, Volatiles and heavy metals.
 - 3. Have access to provide HEP Panel.
 - 4. Have access to provide for HIV testing, screening and confirmation.

QUOTATION SCHEDULE

1. Unit prices must include all taxes applicable in Fresno County.
2. Quantities shown on Quotation Schedules are an estimated usage for a twelve-month period, County guarantees no minimum.
3. Pertaining to the Quotation Schedules, the bidder is required to quote prices and must extend pricing and total columns.
4. State discount (percent) that will be allowed from prices quoted if the total contract is awarded to single bidder. Discount will apply to all prices quoted unless otherwise stated.

Discount: _____ %

5. If flat discount rate for total award can not be quoted, bidder may submit a second quotation with unit pricing based on total award. The second quotation is to be submitted on photocopies of the quotation pages provided with this bid. Such quotations must be plainly labeled "All or None" at the top of each page.

QUOTATION SCHEDULE**GROUP I****DISTRICT ATTORNEY**

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
1. Blood Alcohol	13	\$	\$
2. Blood Amph Confirmation	11	\$	\$
3. Blood Benz confirmation	8	\$	\$
4. Blood Coca Confirmation	4	\$	\$
5. Blood Drug Screen	67	\$	\$
6. Blood Equivalents	6	\$	\$
7. Blood Opiate Confirmation	4	\$	\$
8. Blood PCP Confirmation	1	\$	\$
9. Blood THC Confirmation	12	\$	\$
10. Miscellaneous Drug	4	\$	\$
11. Substance ID	6	\$	\$
12. Urine Amph Confirmation	27	\$	\$
13. Urine Barb Confirmation	1	\$	\$
14. Urine Benz Confirmation	1	\$	\$
15. Urine Coca Confirmation	9	\$	\$
16. Urine Drug Confirmation	1	\$	\$
17. Urine Drug Screen	53	\$	\$
18. Urine Opiate Confirmation	2	\$	\$
19. Urine PCP Confirmation	8	\$	\$
20. Urine THC Confirmation	17	\$	\$
<i>TOTAL DISTRICT ATTORNEY (GROUP I)</i>			<u>\$</u>

QUOTATION SCHEDULE**GROUP II****SHERIFF FORENSIC LABORATORY**

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
1. General Drug Screen	20	\$	\$
2. Mini Drug Screen (Opiates, PCP Amphetamnet Methamphetamine)	100	\$	\$
3. Blood Alcohol	20	\$	\$
4. Opiate Analysis Qualitative & Quantitative	20	\$	\$
5. Cocaine Analysis Qualitative & Quantitative	40	\$	\$
6. Amphetamine Analysis Qualitative & Quantitative	60	\$	\$
7. Phencyclidene (PCP) Qualitative & Quantitative	10	\$	\$
8. Marijuana Analysis Qualitative & Quantitative	10	\$	\$
9. L.S.D. Analysis Qualitative & Quantitative	1	\$	\$
10. Solvents Screen & Quantitative	10	\$	\$
11. Volatiles Screen & Quantitative	10	\$	\$_____
<i>TOTAL SHERIFF FORENSIC LAB (GROUP II)</i>			<i>\$_____</i>

QUOTATION SCHEDULE**GROUP III***Fresno County Coroner*

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
1. Blood Alcohol-Ethyl Alcohol by California licensed forensic alcohol laboratory	1000	\$	\$
2. Blood Drug Screen, qualitative screen for cocaine, opiates, PCP, amphetamines, barbiturates, benzodiazopines, and	1000	\$	\$
3. Urine Drug Screen - Qualitative screen for cocaine, opiates, PCP, amphetamines, barbiturates, benzodiazopines & cannabinoids	300	\$	\$
4. Miscellaneous Drug Screen-qualitative screen of common drugs	200	\$	\$
5. GC/MS Drug Screen	100	\$	\$
6. Drug Screen-confirmation and quantitative levels for each specific drug and metabolite detected	600	\$	\$
7. Esoteric Drug Screen-confirmation and quantitative level	25	\$	\$
8. Renal Panel, Vitreous Fluid-including sodium, potassium, urea nitrogen, creatinine	500	\$	\$
9. Renal Panel, Urine Fluid-including sodium, potassium, urea nitrogen, creatinine	100	\$	\$
10. Carbon Monoxide Hemoglobin	20	\$	\$
<i>SUBTOTAL</i>			<i>\$</i>

QUOTATION SCHEDULE**GROUP III***Fresno County Coroner*

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
<i>Total from Previous Page</i>			\$
11. Heavy Metal Urine Screen, qualitative for arsenic, lead, mercury	15	\$	\$
12. Solvents-identification and quantitative, including ethanol, methanol, isopropanol, acetone	15	\$	\$
13. Volatiles-identification and quantitative levels, including ethanol, methanol, isopropanol, acetone	10	\$	\$
14. Ethylene Glycol	10	\$	\$
15. Gasoline, Kerosene	15	\$	\$
16. Hepatitis Panel	100	\$	\$
17. HIV Antibody Panel	100	\$	\$
		<i>SUBTOTAL</i>	\$ _____

QUOTATION SCHEDULE**GROUP III***Fresno County Coroner*

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
<i>Total from Previous Page</i>			\$
18. Microbiology – blood swab, viral cultures	50	\$	\$
19. Lipoprotein Phenotype Testing	10	\$	\$
20. Cholinesterase, RBC Panel	10	\$	\$
21. Acid Phosphatase	1	\$	\$
22. Blood Typing-ABO Grouping, Clinical	1	\$	\$
23. Blood Typing-ABO Grouping, Forensic Absorption/Elution Method	1	\$	\$
<i>TOTAL FRESNO COUNTY CORONER (GROUP III)</i>			<u>\$</u>

QUOTATION SCHEDULE

GROUP IV

Expert Witness Testimony

1. Court Appearance - First Hour: \$_____ perhour

2. Court Appearance - Each additional Hour after the first hour: \$_____ perhour

3. Mileage Allowance: \$_____ permile

**TOTALS FROM
QUOTATION SCHEDULES**

GROUP I *District Attorney*\$

GROUP II *Sheriff Forensic*\$

GROUP III *Coroner*\$ _____

GRAND TOTAL \$ _____

COMPANY NAME _____

RFQ SUBMITTALS

(*CHECK LIST)

THE BIDDER SHALL PROVIDE THE FOLLOWING WITH THEIR QUOTATION:

- _____ 1. The completed and signed Page One of this RFQ.
- _____ 2. Complete, sign and submit page one of each and all Addendums to this RFQ which require signature (if any).
- _____ 3. The specified number of copies of the bidder's Quotation.
- _____ 4. The completed *VENDOR IDENTIFICATION SHEET*, as provided with this RFQ.
- _____ 5. The completed *Reference List* as provided with this RFQ.
- _____ 6. The completed *Quotation Schedule* as provided with this RFQ.
- _____ 7. A listing of all bidder exceptions to County's requirements, conditions, and specifications as stated within this RFQ.
- _____ 8. The completed "PARTICIPATION" page of this RFQ.
- _____ 9. The completed "VENDOR RESPONSES SECTION" of this RFQ.
- _____ 10. The completed "RFQ SUBMITTALS" page.
- _____ 11. Submit your quotation prior to the specified date and time. Submit in a sealed envelope, box, etc. with the following information displayed on the outside:

County of Fresno RFQ No. <u>961-3905</u>
Closing Date: <u>January 21, 2003</u>
Closing Time: <u>2:00 P.M.</u>
Commodity or Service: <u>TOXICOLOGY TESTING LAB SERVICES</u>

- *a. Submit this page as a part of your Quotation.
- b. Submit all items listed on this page.
- c. State Yes on the line to the left of each item to confirm that the requested information has been included, state No if it is not provided and explain why.
- d. The County does not guarantee that all items to be submitted with vendor's bid are listed above. The absence of items from the list does not exempt the bidder from providing them. The bidder must read the RFQ thoroughly to determine all items that are to be submitted with his/her quotation.

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFQ NUMBER: 961-3905

TOXICOLOGY TESTING-LABORATORY SERVICES

January 6, 2004

PURCHASING USE

ORG/REQUISITION: 43300030.2860/4334000095.8604000079

inl

G:\RFQ\961-3905.ADD.#1.DOC

IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON JANUARY 21, 2004.

QUOTES WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

Quotes will be opened and publicly read at that time. All quotation information will be available for review after contract award.

Clarification of specifications are to be directed to: **Ken Voza**, phone (559) 456-7110, FAX (559) 456-7831.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 961-3905 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 961-3905

COMPANY NAME:

(PRINT)

SIGNATURE:

NAME & TITLE:

(PRINT)

1. Reference Page Nos.13 and 14 of the original RFQ document.

The following shall be added to the section entitled:

Requirements specific to the Fresno County Sheriff's Department.

- f. The Contractor may accomplish the transport of samples by use of a third party vendor (i.e. Federal Express etc.). The use of such a third party vendor shall be subject to the following conditions:
 1. Use of a third party transport service shall not relieve the Contractor from his/her responsibility to meet all specified time requirements.
 2. The transport service and method of transport must be pre-approved by the Sheriff's Department.
 3. The use of such a service will be totally at the Contractor's expense.
 4. The Contractor shall arrange and pay for all transport services.
 5. Add on charges for shipping will not be allowed.

2. Reference Page No. 14 of the original RFQ Document. Item No, 16, **Requirements specific to the County of Fresno Coroner.**

Add to and modify this section as follows:

- A. Delete Item No. 16.b in its entirety and insert the following in its place.

16.

- b. Tests will be required for and estimated 650-850 Coroner cases per year.

- B. Add to item 16.

e.

1. The contractor shall properly refrigerate samples to prevent degradation of quality.
 2. The Contractor shall maintain storage of samples for a minimum period of five (5) years.
 3. No sample shall be disposed of without written authorization from the Fresno County Coroner.
3. Delete Page Nos. 16 through 23 of the original RFQ document (Quotation Schedules & RFQ Submittals page) in their entirety. Insert in their place the attached "REVISED" page numbers 16 through 23.

ADDENDUM NO. ONE (1)
REQUEST FOR QUOTATION NUMBER 961-3905
January 6, 2004

Page 3

4. Reference the Quotation Schedule presented on Revised Page 16 (included with this Addendum).

Reference Item No. 6 "Blood Equivalents"

The term "Blood Equivalents" refers to the testing of a urine sample for blood alcohol content.

QUOTATION SCHEDULE-REVISED

GROUP I

DISTRICT ATTORNEY

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
1. Blood Alcohol	13	\$	\$
2. Blood Amph Confirmation	11	\$	\$
3. Blood Benz confirmation	8	\$	\$
4. Blood Coca Confirmation	4	\$	\$
5. Blood Drug Screen	67	\$	\$
6. Blood Equivalents	6	\$	\$
7. Blood Opiate Confirmation	4	\$	\$
8. Blood PCP Confirmation	1	\$	\$
9. Blood THC Confirmation	12	\$	\$
10. Miscellaneous Drug	4	\$	\$
11. Substance ID	6	\$	\$
12. Urine Amph Confirmation	27	\$	\$
13. Urine Barb Confirmation	1	\$	\$
14. Urine Benz Confirmation	1	\$	\$
15. Urine Coca Confirmation	9	\$	\$
16. Urine Drug Confirmation	1	\$	\$
17. Urine Drug Screen	53	\$	\$
18. Urine Opiate Confirmation	2	\$	\$
19. Urine PCP Confirmation	8	\$	\$
20. Urine THC Confirmation	17	\$	\$
<i>TOTAL DISTRICT ATTORNEY (GROUP I)</i>			<hr/> \$ <hr/>

QUOTATION SCHEDULE-REVISED

GROUP II

SHERIFF FORENSIC LABORATORY

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
1. General Drug Screen	20	\$	\$
2. Mini Drug Screen (Opiates, PCP Amphetamnet Methamphetamine)	100	\$	\$
3. Blood Alcohol	20	\$	\$
4. Opiate Analysis Qualitative & Quantitative	20	\$	\$
5. Cocaine Analysis Qualitative & Quantitative	40	\$	\$
6. Amphetamine Analysis Qualitative & Quantitative	60	\$	\$
7. Phencyclidene (PCP) Qualitative & Quantitative	10	\$	\$
8. Marijuana Analysis Qualitative & Quantitative	10	\$	\$
9. L.S.D. Analysis Qualitative & Quantitative	1	\$	\$
10. Solvents Screen & Quantitative	10	\$	\$
11. Volatiles Screen & Quantitative	10	\$	\$_____
TOTAL SHERIFF FORENSIC LAB (GROUP II)			\$=====

QUOTATION SCHEDULE-REVISED

GROUP III

Fresno County Coroner

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
1. Blood Alcohol-Ethyl Alcohol by California licensed forensic alcohol laboratory	1000	\$	\$
2. Blood Drug Screen, qualitative screen for cocaine, opiates, PCP, amphetamines, barbiturates, benzodiazopines, and	900	\$	\$
3. Urine Drug Screen - Qualitative screen for cocaine, opiates, PCP, amphetamines, barbiturates, benzodiazopines & cannabinoids	450	\$	\$
4. Miscellaneous Drug Screen-qualitative screen of common drugs	200	\$	\$
5. Drug Screen-confirmation and quantitative levels for each specific drug and metabolite detected	600	\$	\$
6. Esoteric Drug Screen-confirmation and quantitative level	25	\$	\$
7. Chemistry Panel, Vitreous Fluid-including sodium, potassium, urea nitrogen, creatinine, glucose, chloride, ketones	500	\$	\$
8. Carbon Monoxide Hemoglobin	50	\$	\$
SUBTOTAL			\$

QUOTATION SCHEDULE-REVISED

GROUP III

Fresno County Coroner

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
Total from Previous Page			\$
9. Heavy Metal Urine Screen, qualitative for arsenic, lead, mercury	15	\$	\$
10. Solvents-identification and quantitative, including ethanol, methanol, isopropanol, acetone	15	\$	\$
11. Volatiles-identification and quantitative levels, including ethanol, methanol, isopropanol, acetone	10	\$	\$
12. Ethylene Glycol	1	\$	\$
13. Gasoline, Kerosene	1	\$	\$
14. Hepatitis Panel	10	\$	\$
15. HIV Antibody Panel	10	\$	\$
		Subtotal	\$

QUOTATION SCHEDULE-REVISED

GROUP III

Fresno County Coroner

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
Total from Previous Page			\$
16. Microbiology – blood swab, viral cultures	50	\$	\$
17. Cholinesterase, RBC Panel	1	\$	\$
18. Blood Typing-ABO Grouping, Forensic Absorption/Elution Method	1	\$	\$
TOTAL FRESNO COUNTY CORONER (GROUP III)			\$

QUOTATION SCHEDULE-REVISED

GROUP IV

Expert Witness Testimony

1. Court Appearance - First Hour: \$_____ per hour
2. Court Appearance - Each additional Hour after the first hour: \$_____ per hour
3. Mileage Allowance: \$_____ permile

**TOTALS FROM
QUOTATION SCHEDULES**

GROUP I *District Attorney*\$

GROUP II *Sheriff Forensic*\$

GROUP III *Coroner*\$_____

GRAND TOTAL \$

COMPANY NAME _____

RFQ SUBMITTALS

(*CHECK LIST)

THE BIDDER SHALL PROVIDE THE FOLLOWING WITH THEIR QUOTATION:

- _____ 1. The completed and signed Page One of this RFQ.
- _____ 2. Complete, sign and submit page one of each and all Addendums to this RFQ which require signature (if any).
- _____ 3. The specified number of copies of the bidder's Quotation.
- _____ 4. The completed *VENDOR IDENTIFICATION SHEET*, as provided with this RFQ.
- _____ 5. The completed *Reference List* as provided with this RFQ.
- _____ 6. The completed *Quotation Schedule* as provided with this RFQ.
- _____ 7. A listing of all bidder exceptions to County's requirements, conditions, and specifications as stated within this RFQ.
- _____ 8. The completed "PARTICIPATION" page of this RFQ.
- _____ 9. The completed "VENDOR RESPONSES SECTION" of this RFQ.
- _____ 10. The completed "RFQ SUBMITTALS" page.
- _____ 11. Submit your quotation prior to the specified date and time. Submit in a sealed envelope, box, etc. with the following information displayed on the outside:

County of Fresno RFQ No. <u>961-3905</u>
Closing Date: <u>January 21, 2004</u>
Closing Time: <u>2:00 P.M.</u>
Commodity or Service: <u>TOXICOLOGY TESTING LAB SERVICES</u>

- *a. Submit this page as a part of your Quotation.
- b. Submit all items listed on this page.
- c. State Yes on the line to the left of each item to confirm that the requested information has been included, state No if it is not provided and explain why.
- d. The County does not guarantee that all items to be submitted with vendor's bid are listed above. The absence of items from the list does not exempt the bidder from providing them. The bidder must read the RFQ thoroughly to determine all items that are to be submitted with his/her quotation.

EXHIBIT NO. II

TULARE DISTRICT HOSPITAL-

MINERAL KING LABORATORY'S

RESPONSE TO

COUNTY OF FRESNO

REQUEST FOR QUOTATION No. 961-3905



869 Cherry Street
Tulare, California 93274
(559) 688-0821

Robert M. Montion
Chief Executive Officer

January 14, 2004

Fresno County Purchasing Division
4525 E. Hamilton Avenue
Fresno, CA 93702-4531

Re: Drug Testing RFQ

Dear Sir or Madam:

Tulare District HealthCare District Mineral King Laboratory is owned and operated by Tulare Local HealthCare District, a not-for-profit organization. Mineral King Laboratory is a full-service Drug Abuse Toxicology Laboratory with quality and timeliness as goals for service to our customers. Mineral King Laboratory uses only the most precise and up-to-date methods and procedures. The instrumentation used at Mineral King Laboratory is of the highest quality and state of the art for toxicological testing. Mineral King Laboratory has been a leader in drug testing for Tulare County Law Enforcement Agencies for over (30) years. Mineral King Laboratory is licensed by the State of California for forensic alcohol analysis and participates in periodic proficiency testing. Mineral King Laboratory is accredited by the College of American Pathologists UDT Drug Testing program. A current DEA license is maintained. Mineral King Laboratory has as Directors and Staff Management, Gary Walter MD, Jue-Rong Zhang MD, The Rev. Roger G. Peterson CLS, and Mr. Imad Kafity.

Over the last nine (9) years, due to the work provided by Fresno County, Mineral King Laboratory has added three (3) personnel positions, two (2) new GC/MS analysis at (\$85,000.00 each), a new cooximeter, and a new ten (10) wall Gamma counter. Mineral King Laboratory plans to add another GS/MS, a new Gas Chromatograph, and a new Forensic Analyst position. All these additions are to enhance our service to Fresno County and our other clients.

List of Licenses:

Alcohol..... 03053
CAP 23538-01
DEA.....PT0223052
CLIA05D0585635

Sincerely,

Roger Peterson, Director, Mineral King Laboratory

RP/je

Enclosures

Board Of Directors
LeRoy Trippel
Deanne Martin-Soares
Mark Fernandes
Parmod Kumar, M.D.
Victor Gonzalez

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)

RFQ NUMBER: 961-3905

TOXICOLOGY TESTING-LABORATORY SERVICES

January 6, 2004

PURCHASING USE

ORG/REQUISITION: 43300030 2860/ 4334000095 8604000079

iol

G:\RFQ\961-3905 ADD #1.DOC

IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON JANUARY 21, 2004.

QUOTES WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

Quotes will be opened and publicly read at that time. All quotation information will be available for review after contract award.

Clarification of specifications are to be directed to: **Ken Vozza**, phone (559) 456-7110, FAX (559) 456-7831.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 961-3905 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 961-3905

COMPANY NAME: TDH – Mineral King Laboratory

(PRINT)

SIGNATURE: 

NAME & TITLE: Robert M. Montion, CEO

(PRINT)

1. Reference Page Nos. 13 and 14 of the original RFQ document.

The following shall be added to the section entitled:

Requirements specific to the Fresno County Sheriff's Department.

- f. The Contractor may accomplish the transport of samples by use of a third party vendor (i.e. Federal Express etc.). The use of such a third party vendor shall be subject to the following conditions:
 1. Use of a third party transport service shall not relieve the Contractor from his/her responsibility to meet all specified time requirements.
 2. The transport service and method of transport must be pre-approved by the Sheriff's Department.
 3. The use of such a service will be totally at the Contractor's expense.
 4. The Contractor shall arrange and pay for all transport services.
 5. Add on charges for shipping will not be allowed.

2. Reference Page No. 14 of the original RFQ Document. Item No. 16, **Requirements specific to the County of Fresno Coroner.**

Add to and modify this section as follows:

- A. Delete Item No. 16.b in its entirety and insert the following in its place.

16.
 - b. Tests will be required for and estimated 650-850 Coroner cases per year.

- B. Add to item 16.

- e.
 1. The contractor shall properly refrigerate samples to prevent degradation of quality.
 2. The Contractor shall maintain storage of samples for a minimum period of five (5) years.
 3. No sample shall be disposed of without written authorization from the Fresno County Coroner.

3. Delete Page Nos. 16 through 23 of the original RFQ document (Quotation Schedules & RFQ Submittals page) in their entirety. Insert in their place the attached "REVISED" page numbers 16 through 23.

ADDENDUM NO. ONE (1)
REQUEST FOR QUOTATION NUMBER 961-3905
January 14, 2004

Page 3

4. Reference the Quotation Schedule presented on Revised Page 16 (included with this Addendum).

Reference Item No. 6 "Blood Equivalents"

The term "Blood Equivalents" refers to the testing of a urine sample for blood alcohol content.

QUOTATION SCHEDULE-REVISED

GROUP I

DISTRICT ATTORNEY

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
1. Blood Alcohol	13	\$29	\$377
2. Blood Amph Confirmation	11	\$33	\$363
3. Blood Benz confirmation	8	\$33	\$264
4. Blood Coca Confirmation	4	\$33	\$132
5. Blood Drug Screen	67	\$25	\$1675
6. Blood Equivalents	6	\$29	\$174
7. Blood Opiate Confirmation	4	\$33	\$132
8. Blood PCP Confirmation	1	\$33	\$33
9. Blood THC Confirmation	12	\$33	\$396
10. Miscellaneous Drug	4	\$100	\$400
11. Substance ID	6	\$35	\$210
12. Urine Amph Confirmation	27	\$33	\$891
13. Urine Barb Confirmation	1	\$33	\$33
14. Urine Benz Confirmation	1	\$33	\$33
15. Urine Coca Confirmation	9	\$33	\$297
16. Urine Drug Confirmation	1	\$33	\$33
17. Urine Drug Screen	53	\$25	\$1325
18. Urine Opiate Confirmation	2	\$33	\$66
19. Urine PCP Confirmation	8	\$33	\$264
20. Urine THC Confirmation	17	\$33	\$561
TOTAL DISTRICT ATTORNEY (GROUP I)			\$7659

QUOTATION SCHEDULE-REVISED

GROUP II

SHERIFF FORENSIC LABORATORY

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
1. General Drug Screen	20	\$25	\$500
2. Mini Drug Screen (Opiates, PCP Amphetamnet Methamphetamine)	100	\$15	\$1500
3. Blood Alcohol	20	\$29	\$580
4. Opiate Analysis Qualitative & Quantitative	20	\$33	\$660
5. Cocaine Analysis Qualitative & Quantitative	40	\$33	\$1320
6. Amphetamine Analysis Qualitative & Quantitative	60	\$33	\$1980
7. Phencyclidene (PCP) Qualitative & Quantitative	10	\$33	\$330
8. Marijuana Analysis Qualitative & Quantitative	10	\$33	\$330
9. L.S.D. Analysis Qualitative & Quantitative	1	\$75	\$75
10. Solvents Screen & Quantitative	10	\$50	\$500
11. Volatiles Screen & Quantitative	10	\$50	<u>\$500</u>
TOTAL SHERIFF FORENSIC LAB (GROUP II)			<u><u>\$8275</u></u>

QUOTATION SCHEDULE-REVISED

GROUP III

Fresno County Coroner

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
1. Blood Alcohol-Ethyl Alcohol by California licensed forensic alcohol laboratory	1000	\$27	\$27000
2. Blood Drug Screen, qualitative screen for cocaine, opiates, PCP, amphetamines, barbiturates, benzodiazopines, and	900	\$27	\$24300
3. Urine Drug Screen - Qualitative screen for cocaine, opiates, PCP, amphetamines, barbiturates, benzodiazopines & cannabinoids	450	\$25	\$11250
4. Miscellaneous Drug Screen-qualitative screen of common drugs	200	\$35	\$7000
5. Drug Screen-confirmation and quantitative levels for each specific drug and metabolite detected	600	\$50	\$30000
6. Esoteric Drug Screen-confirmation and quantitative level	25	\$100	\$2500
7. Chemistry Panel, Vitreous Fluid-including sodium, potassium, urea nitrogen, creatinine, glucose, chloride, ketones	500	\$40	\$20000
8. Carbon Monoxide Hemoglobin	50	\$28	<u>\$1400</u>
		SUBTOTAL	\$123450

QUOTATION SCHEDULE-REVISED

GROUP III

Fresno County Coroner

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
Total from Previous Page			\$123450
9. Heavy Metal Urine Screen, qualitative for arsenic, lead, mercury	15	\$100	\$1500
10. Solvents-identification and quantitative, including ethanol, methanol, isopropanol, acetone	15	\$50	\$750
11. Volatiles-identification and quantitative levels, including ethanol, methanol, isopropanol, acetone	10	\$50	\$500
12. Ethylene Glycol	1	\$100	\$100
13. Gasoline, Kerosene	1	\$100	\$100
14. Hepatitis Panel	10	\$100	\$1000
15. HIV Antibody Panel	10	\$50	<u>\$500</u>
		Subtotal	\$127900

QUOTATION SCHEDULE-REVISED

GROUP III

Fresno County Coroner

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>COST PER TEST</u>	<u>TOTAL</u>
Total from Previous Page			127,900\$
16. Microbiology – blood swab, viral cultures	50	\$40	2000
17. Cholinesterase, RBC Panel	1	\$25	\$25
18. Blood Typing-ABO Grouping, Forensic Absorption/Elution Method	1	\$25	<u>\$25</u>
TOTAL FRESNO COUNTY CORONER (GROUP III)			<u>\$129,950</u>

QUOTATION SCHEDULE-REVISED

GROUP IV

Expert Witness Testimony

1. Court Appearance - First Hour: \$ 0 per hour
2. Court Appearance - Each additional Hour after the first hour: \$ 0 per hour
3. Mileage Allowance: \$ 0 per mile

**TOTALS FROM
QUOTATION SCHEDULES**

GROUP I	<i>District Attorney</i>	\$ 4659
GROUP II	<i>Sheriff Forensic</i>	\$ 8275
GROUP III	<i>Coroner</i>	<u>\$129,950</u>
	GRAND TOTAL	<u>\$145,884</u>

COMPANY NAME MINERAL KING LABORATORY

RFQ SUBMITTALS

(*CHECK LIST)

THE BIDDER SHALL PROVIDE THE FOLLOWING WITH THEIR QUOTATION:

- Yes 1. The completed and signed Page One of this RFQ.
- Yes 2. Complete, sign and submit page one of each and all Addendums to this RFQ which require signature (if any).
- Yes 3. The specified number of copies of the bidder's Quotation.
- Yes 4. The completed *VENDOR IDENTIFICATION SHEET*, as provided with this RFQ.
- Yes 5. The completed *Reference List* as provided with this RFQ.
- Yes 6. The completed *Quotation Schedule* as provided with this RFQ.
- Yes 7. A listing of all bidder exceptions to County's requirements, conditions, and specifications as stated within this RFQ.
- Yes 8. The completed "PARTICIPATION" page of this RFQ.
- Yes 9. The completed "VENDOR RESPONSES SECTION" of this RFQ.
- Yes 10. The completed "RFQ SUBMITTALS" page.
- Yes 11. Submit your quotation prior to the specified date and time. Submit in a sealed envelope, box, etc. with the following information displayed on the outside:

County of Fresno RFQ No.	<u>961-3905</u>
Closing Date:	<u>January 21, 2004</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>TOXICOLOGY TESTING LAB SERVICES</u>

- *a. Submit this page as a part of your Quotation.
- b. Submit all items listed on this page.
- c. State Yes on the line to the left of each item to confirm that the requested information has been included, state No if it is not provided and explain why.
- d. The County does not guarantee that all items to be submitted with vendor's bid are listed above. The absence of items from the list does not exempt the bidder from providing them. The bidder must read the RFQ thoroughly to determine all items that are to be submitted with his/her quotation.

COUNTY OF FRESNO

REQUEST FOR QUOTATION

NUMBER: 961-3905

TOXICOLOGY TESTING-LABORATORY SERVICES

December 3, 2003

ORG/REQUISITION: 43300030/2860/ 4334000095,8604000079 PURCHASING USE \\PACIFIC\0440\RFQ\961-3905 TOXICOLOGY LABORATORY TESTING.DOC

IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON JANUARY 21, 2003.

QUOTES WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M. Quotes will be opened and publicly read at that time. All quotation information will be available for review after contract award.

Clarification of specifications are to be directed to: Ken Vozza, phone (559) 456-7110, FAX (559) 456-7831.

GENERAL CONDITIONS

See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached.

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED QUOTATION SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule.

1. Complete delivery will be made within 3 calendar days after receipt of Order.
2. A cash discount of _____ % 0 days will apply.

COMPANY TDH - Mineral King Laboratory

ADDRESS 869 Cherry Street

CITY Tulare

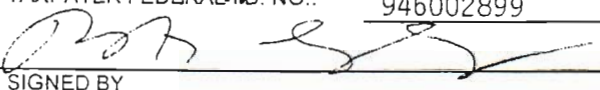
STATE CA ZIP CODE 93271

TELEPHONE NUMBER (559) 688-7456

FACSIMILE NUMBER (559) 685-9245

E-MAIL ADDRESS rpeterson@TDHS.org

TAXPAYER FEDERAL I.D. NO.: 946002899

SIGNED BY 

PRINT NAME Robert M. Montan

TITLE CEO

COUNTY OF FRESNO PURCHASING

STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for 120 days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least 5 working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by the County of Fresno's Purchasing Unit. The Purchasing Unit shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of the County's Purchasing Unit. The specific buyer

managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or willing to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (7.875%). Please indicate as a separate line item if applicable.
- B) DO NOT include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder. The evaluation will include such things as life-cycle cost, availability, delivery

Quotation No. 961-3905

costs and whose product and/or service is deemed to be in the best interest of the County. The county shall be the sole judge in making such determination.

- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

6. PARTICIPATION

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

7. PREFERENCE/TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within 30 days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than 15 days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net Forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS.

The "General Conditions" of this RFP/RFQ shall be superseded if in conflict with any other section of this bid.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

VENDOR TESTING IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Our quotation is attached and identified as: Toxicology Testing Proposal 961-3905

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the Quotation Schedules.

Work services will commence within 7 calendar days after signing of the final contract.

Provider: TDH – Mineral King Laboratory

Address: 869 Cherry Street

Tulare, CA

Zip: 93274

Signed by: 

Robert Montion
Print Name

CEO
Print Title

(559)688-7456

Telephone

(559)688-7456

Fax Number

rpeterson@TDHS.org

E-mail Address

Date: January 12, 2004

Taxpayer Identification No.: 946002899

California Resale Permit No.: NA

LABORATORY TESTING SERVICES BIDDING INSTRUCTIONS AND REQUIREMENTS

The County of Fresno is soliciting bids for laboratory services to provide evidentiary analysis, consultation and testimony for the Departments of District Attorney, Sheriff, and Public Administrator/Coroner.

The terms Bidder, Vendor and Contractor refer to the individual, company or agency submitting a quotation.

ISSUING AGENT: This RFQ has been issued by the County of Fresno's Purchasing Unit. The Purchasing Unit shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFQ shall be directed to an authorized representative of the County's Purchasing Unit. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On December 19, 2003 at 1:30 P.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of the County of Fresno Purchasing Division, 4525 E. Hamilton (between Cedar and Maple), Fresno, California. Minutes will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Ken Vozza at the County of Fresno Purchasing Division, (559) 456-7110, if they are planning to attend the conference.

NUMBER OF COPIES: Submit one (1) original and four (4) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to the County of Fresno Purchasing Division.

CONTRACTOR QUALIFICATIONS: A prospective contractor must have the experience, performance record and the capacity to perform the required services enumerated in this Request for Qualification.

AWARD: The County of Fresno reserves the right to make the award on the basis of the entire Quotation or on a Group basis as indicated on the Quotation Schedules. The award(s) will be

made in a manner determined to be to the best advantage of the County. The County will be the sole judge in making such determination.

PAYMENT: County will make monthly payments for all services ordered under the ensuing contract.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

TERM: The initial contract period shall be for three (3) years.

RENEWAL: Contract may be renewed for a additional one (1) year periods by mutual written consent.

TERMINATION: The agreement may be terminated by the County at any time upon written notice.

QUANTITIES: Quantities shown in the Quotation Schedules are estimated annual quantities. The County guarantees no minimums and reserves the right to increase or decrease quantities.

INTERPRETATION OF REQUEST FOR QUOTATION: The bidder must make careful examination of the requirements, specifications, and conditions expressed in this request for Quotation and fully inform him or herself as to the quality and character of the services required.

If any person planning to submit a quotation finds discrepancies in or omissions from this Request for Quotation, or if they are in doubt as to the true meaning, they may request, in writing, interpretation or correction thereof, from the Purchasing Manager at least six (6) working days prior to the closing date of the Quotation. The person submitting the request will be responsible for its prompt delivery. Any change in the Request for Quotation will be made only by written addendum, duly issued by the County Purchasing Manager, to each firm to whom the Request for Quotation was issued by the County.

The County will not be responsible for any other explanations or interpretations.

SELECTION PROCESS: All bids will be evaluated by a committee consisting of representatives from County Purchasing and the user Departments. It will be their responsibility to make recommendations to the Board of Supervisors. Selected bidders may be asked to make oral presentations to the evaluation team. Bidders will be advised as to the time and place for the presentation.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a bid to the County, the bidder consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

INVOICING: All invoices are to be delivered in duplicate to the appropriate user Department at the address listed below. The details of the invoices shall conform to requirements specified herein.

DEPARTMENT BILLING ADDRESSES:

1. County of Fresno
District Attorney

2. County of Fresno
Sheriff's Administration

2220 Tulare, Suite #1000
Fresno, California 93721

Attention: Business Manager
P.O. Box 1788
Fresno, CA 93717

3. County of Fresno
Public Administrator/Coroner
760 W. Nielsen Ave.
Fresno, CA 93706

HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents and employees, will at all times by acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent or employee of the County. County shall have no right to control or supervise or direct the methods by which Contractor shall perform its work and functions. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof. Because of its status as an independent contractor, Contractor waives any and all employment benefits available to County employees. Further, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement Contractor may be providing services to other unrelated to the County or to this Agreement.

PRICES: Bidder agrees that prices quoted are maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno.

INSURANCE:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of the Agreement:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within Thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Purchasing Manager, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of B+ FSC VIII or better.

Name of Insurance Carrier: Beta Health Care Group

Public Liability: Driver Alliant Insurance Services Expires: 7/1/04

Workman's Compensation: Alpha Fund Expires: 6/30/04

Proof of maintenance of adequate insurance will be required before award is made to vendor.

BIDDER TO COMPLETE THE FOLLOWING:**PARTICIPATION**

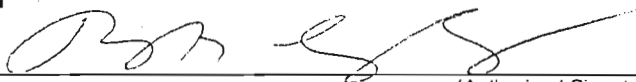
The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group.

☒ No, we will not extend contract terms to any agency other than the County of Fresno.



(Authorized Signature)

CEO

Title

VENDOR RESPONSE SECTION

Complete and Submit as a part of Quotation.

1. Exceptions. List any exceptions to the Bidding Instructions or Scope of Work, General or Specific. If exceptions are not noted, the County will assume that the bidder's Quotation meets these requirements.

We will provide monthly billing summary

2. Description of business. On company letterhead, provide a brief statement including: a) Type of business (corporation, partnership, etc.); b) Age of business; c) General nature of business; d) List of licenses; e) List of principals and background.

3. The County of Fresno understands that laboratories performing forensic alcohol analysis are subject to the provisions of State Code Title 17, Chapter 5. Does bidder comply with the provisions of State Code Title 17, Chapter 5? Yes X. No .

Current License Number 03053 Date License Expected

4. State location of depository for after hour samples: Fresno County Jail

Sheriffs coroner and Department of Justice. We will provide depositories where you need them.

5. Include copy of protocol for "Chain of Possession" of samples.

6. Include copy of Forms: a) Request for Services
 b) Individual Billing
 c) Summary Billing
 d) Test Results

7. Test results will be available in 24 to 48 hours in case of emergency.
Yes X No

Firm: Mineral King Laboratory**REFERENCE LIST**

Provide a list of at least four (4) customers for whom you have recently provided similar services (preferably California State or local government agencies). Be sure to include addresses and phone numbers.

Reference Name: Fresno County Coroner City: FresnoContact Dr. Gopal Phone No.: (559)268-0191Date: Presently serving: 760 W Nielson Fresno, 93706Service Provided: Drug TestingReference Name: Tulare County Coroner City: TulareContact Dr. Walter Phone No.: (559)685-2593Date: Presently serving: County Civic Center, Visalia 93291Service Provided: Drug TestingReference Name: Kings County Coroner City: HanfordContact Mr. Rene Hanavan Phone No.: (559)582-3211Date: Presently serving: 1444 Lacey Blvd, Hanford 93230Service Provided: Drug TestingReference Name: Tulare County Sheriffs Office City: VisaliaContact Bill Wittman Phone No.: (559)733-6218Date: Presently serving: County Civic Center, Visalia 93291Service Provided: Drug Testing

Failure to provide a list of at least four (4) customers may be cause for rejection of this bid.

LABORATORY TESTING SERVICE REQUIREMENTS

The following requirements shall apply to all County Departments except when stated differently under the sections, which deal with the specific requirements of each department.

1. Contractor shall provide all labor, material, equipment, taxes, transportation, etc. to perform evidentiary toxicology laboratory testing as specified.
2. Contractor shall provide daily weekday pick-up service from a central location to be designated.
3. Contractor shall have a secure "lock box" depository for samples submitted after business hours and/or weekends and holidays.
4. Contractor shall provide "expert" testimony in a court setting upon request of any of the user Departments.
5. Contractor shall have a written protocol and shall maintain a legally defensible "chain of possession" written record on all samples accepted for testing.
6. Written analysis results shall routinely be available within seven (7) days of receiving samples, in no event shall time exceed thirty (30) days.
7. Contractor shall be capable of responding to emergency requirements and have results available in 24 to 48 hours. This would include samples where a filing decision is required within 48 hours of time of arrest.
8. Contractor shall properly store and retain samples in compliance with the provisions of Title 17 and specific requirements of each user Department.
9. Contractor shall provide user Departments with "Request for Toxicology Services" forms, in duplicate.
10. Billing documents for each case shall include information as deemed appropriate by each County Coordinator.
11. Monthly summary billing reports will be provided to each user Department.
12. Test results reports shall contain information as deemed appropriate by each County Coordinator and include a copy of applicable "Chain of Possession" Form. Reports will be mailed to each user Department.
13. Retesting due to changes in Bidder's staff or unavailability of original testing personnel shall be done at no charge.
14. **Requirements specific to the Fresno County District Attorney.**
 - a. Samples shall be retained to ensure availability for retesting, if needed. Misdemeanor case samples shall be retained for a minimum of one (1) year and felony case samples shall be retained at least two (2) years and disposed of only upon approval of

the District Attorney. All samples shall be retained at appropriate temperatures to ensure accurate re-testability.

- b. Laboratory reports prepared for and paid for by District Attorney's Office, Criminal Division, shall be available to Public Defender's Office at no charge.
- c. "Weekly Summary", report alphabetized by defendant's last name and including:
 - I. Defendant's name
 - II. Lab case number
 - III. Law enforcement agency submitting
 - IV. Law enforcement agency charge
 - V. Law enforcement agency case number
 - VI. Date sample submitted
 - VII. Date of analysis
 - VIII. Type of specimen
 - IX. Result of analysis
 - X. Exact location of arrest within the unincorporated area of Fresno County.
- d. Contractor shall provide two (2) scheduled weekly pickups from the office of the California Highway Patrol located at 1382 West Olive Avenue, Fresno California. Such pickups to be scheduled Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. All evidence to be signed for when picked up.
- e. Laboratory testing services provided to the County's District Attorney by the contractor as a result of CHP arrests made pursuant to Vehicle Code sections 23103, 23104, 23152 and 23153, shall only be billed to the County District Attorney when said arrests are made in the unincorporated area of the County.
- f. Laboratory testing services performed by the contractor pursuant to CHP arrests made in the incorporated areas of the County (e.g. municipalities) shall be billed by the contractor to the incorporated entity wherein the CHP arrest occurred, not the County's District Attorney.

Requirements specific to the Fresno County Sheriff's Department.

- a. Only tests requested by authorized Fresno County Sheriff's Department personnel are to be billed to Sheriff Department. Successful bidder will be supplied with a list of authorized personnel.
- b. "Weekly Summary" as described in Section 14c shown above.
- c. The Contractor must be able to analyze degraded samples. Forensic samples are inherently in poor condition and the laboratory analyzing these samples must be able to deal with degradation.

- d. A variety of blood vials are used and the Contractor must be able to handle the following types of vials – EDTA, ACD, NaF, No Preservative, Clot tubes and urine samples.
- e. Contractor shall not discard samples without written authorization from the Sheriff's Department

16. Requirements specific to the County of Fresno Coroner:

- a. Bidder providing toxicology and medical testing services must be willing to work with any and all of the pathologists listed as eligible to perform autopsies for the Coroner's Office.
- b. Tests will be required for an estimated 650-750 Coroner cases per year.
- c. *Bidder shall have:*
 - 1. The ability, in-house, to test for, detect, and quantify commonly abused psychoactive drugs, including, but not limited to, opiates, amphetamines, lysergic acid and related compounds, phencyclidine, cocaine and barbiturates.
 - 2. The ability, in-house, to test for, detect, and quantify common basic, acidic and neutral therapeutic non-psychoactive drugs.
 - 3. The ability, in-house, to test for, detect, and quantify human chemistry electrolytes, basic urea nitrogen, glucose, acetone, cholinesterase, prostatic acid phosphatase, and type, RH and subfactor human blood.
 - 4. The ability to properly prepare, extract for testing and store human body fluids and tissue submitted for testing. Including, but not limited to blood, urine, cerebral spinal fluid, vitreous humor, bile, stomach and intestinal contents and major organs.
- d. Toxicology and medical reports shall include all the information required in the "Request for Toxicology Services" form, plus, but not limited to, type and condition of the specimen, listing of tests performed or procedures requested and date specimen tested.
 - 1. Have access to provide routine Bacterial, Viral and Fungal Cultures.
 - 2. The ability to detect, test for, and quantify levels of solvents, Volatiles and heavy metals.
 - 3. Have access to provide HEP Panel.
 - 4. Have access to provide for HIV testing, screening and confirmation.

QUOTATION SCHEDULE

1. Unit prices must include all taxes applicable in Fresno County.
2. Quantities shown on Quotation Schedules are an estimated usage for a twelve-month period, County guarantees no minimum.
3. Pertaining to the Quotation Schedules, the bidder is required to quote prices and must extend pricing and total columns.
4. State discount (percent) that will be allowed from prices quoted if the total contract is awarded to single bidder. Discount will apply to all prices quoted unless otherwise stated.

Discount: 0 %

5. If flat discount rate for total award can not be quoted, bidder may submit a second quotation with unit pricing based on total award. The second quotation is to be submitted on photocopies of the quotation pages provided with this bid. Such quotations must be plainly labeled "All or None" at the top of each page.

COMPANY NAME _____

RFQ SUBMITTALS

(*CHECK LIST)

THE BIDDER SHALL PROVIDE THE FOLLOWING WITH THEIR QUOTATION:

- Yes 1. The completed and signed Page One of this RFQ.
- Yes 2. Complete, sign and submit page one of each and all Addendums to this RFQ which require signature (if any).
- Yes 3. The specified number of copies of the bidder's Quotation.
- Yes 4. The completed *VENDOR IDENTIFICATION SHEET*, as provided with this RFQ.
- Yes 5. The completed *Reference List* as provided with this RFQ.
- Yes 6. The completed *Quotation Schedule* as provided with this RFQ.
- Yes 7. A listing of all bidder exceptions to County's requirements, conditions, and specifications as stated within this RFQ.
- Yes 8. The completed "PARTICIPATION" page of this RFQ.
- Yes 9. The completed "VENDOR RESPONSES SECTION" of this RFQ.
- Yes 10. The completed "RFQ SUBMITTALS" page.
- Yes 11. Submit your quotation prior to the specified date and time. Submit in a sealed envelope, box, etc. with the following information displayed on the outside:

County of Fresno RFQ No. <u>961-3905</u>
Closing Date: <u>January 21, 2003</u>
Closing Time: <u>2:00 P.M.</u>
Commodity or Service: <u>TOXICOLOGY TESTING LAB SERVICES</u>

- *a. Submit this page as a part of your Quotation.
- b. Submit all items listed on this page.
- c. State Yes on the line to the left of each item to confirm that the requested information has been included, state No if it is not provided and explain why.
- d. The County does not guarantee that all items to be submitted with vendor's bid are listed above. The absence of items from the list does not exempt the bidder from providing them. The bidder must read the RFQ thoroughly to determine all items that are to be submitted with his/her quotation.

BETA Healthcare Group, Risk Management Authority
A Public Entity
CERTIFICATE OF COVERAGE

This is to certify that *Healthcare Entity Comprehensive Liability Coverage* is in effect for the Member named below, subject to the provisions of the Coverage Contract designated.

MEMBER: Tulare Local Healthcare District

RE: Evidence of coverage for Cesar Ramos, MD, for the practice of General Surgery

Certificate Number: C-03-361

	<u>Member Information</u>	<u>Practitioner Information</u>
Effective Date:	7/1/03 at 12:01 a.m.	7/1/03 at 12:01 a.m.
Expiration Date:	7/1/04 at 12:01 a.m.	7/1/04 at 12:01 a.m.
Retroactive Date:	7/1/85 at 12:01 a.m.	7/27/00 at 12:01 a.m.
Coverage Form:	Claims Made And Reported	

LIMITS OF LIABILITY
Healthcare Entity Comprehensive Liability Coverage

\$1,000,000	Per Claim
\$3,000,000	Annual Aggregate

DEDUCTIBLE
Healthcare Entity Comprehensive Liability Coverage

\$100,000	Per Claim
NONE	Annual Aggregate

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Coverage Contract.

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

Should the above described Coverage Contract be canceled by BETA HEALTHCARE GROUP before the expiration date thereof, BETA HEALTHCARE GROUP will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but the failure to mail such notice shall impose no obligation or liability of any kind upon BETA HEALTHCARE GROUP, its agents or representatives.

By


Authorized Representative of BHG



State Farm Mutual Automobile Insurance Company

900 Old River Road
Bakersfield CA 93311

00095-4-C MATCH 00047 MUTL VOL

DECLARATIONS PAGE

NAMED INSURED 00047 56-7003-445C

TULARE DISTRICT HOSPITAL
C/O DELBERT BRYANT
869 N CHERRY ST
TULARE CA 93274-2207

POLICY NUMBER 44 9256-A05-55D

POLICY PERIOD JUN 09 2003 to JAN 05 2004

|||||

AGENT
ROSE QUINONEZ
1635 E PROSPERITY AVENUE
SUITE A
TULARE, CA 93274-2344

PHONE: (559)685-1000

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
SEPARATE STATEMENT ENCLOSED IF AMOUNT DUE.

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS
1998	TOYOTA	CAMRY	4DR	JT2BG22K8W0113887	1H30C310

SYMBOLS	COVERAGES	PREMIUMS
	See policy for coverage details.	1998 TOYOTA
A	Bodily Injury/Property Damage Liability Limit of Liability-Coverage A \$1,000,000 Each Accident	\$604.86
C	Medical Payments Limit of Liability-Coverage C Each Person \$5,000	\$51.52
D500	\$500 Deductible Comprehensive	\$115.95
G500	\$500 Deductible Collision	\$304.44
U	Uninsured Motor Vehicle Limit of Liability Each Person, Each Accident \$100,000 \$300,000	\$61.36
U1	Uninsured Motor Vehicle Property Damage	\$4.96

Total premium for this policy period JUN 09 2003 to JAN 05 2004 \$1,143.09 This is not a bill

IMPORTANT MESSAGES

Your policy consists of this declarations page, the policy booklet - form 9805A, and any endorsements that apply, including those issued to you with any subsequent renewal notice.

Replaced policy number 0449256-55C.

Your total current 6 month premium for JUL 05 2003 to JAN 05 2004 is \$1,044.78.

EXCEPTIONS AND ENDORSEMENTS (See individual endorsement for details.)

FINANCED- BANCAMERICA AUTO FINANCE CORP, P.O. BOX 2240, BREA CA 92822-2240.
J30S BUSINESS NAMED INSURED ENDORSEMENT.
5289BV SINGLE LIMIT OF LIABILITY.
3905A AMENDMENT OF DEFINED WORDS, LIABILITY, MEDICAL PAYMENTS,
UNINSURED MOTOR VEHICLE AND PHYSICAL DAMAGE COVERAGES -EFF JUL
07 2003.
5023BB.7 DRIVER EXCLUSION-HECTOR CHACON.

EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE (MM/DD/YY)

10/08/03

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER

DRIVER ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
PH (949) 756-0271 / FAX (949) 756-2713
LICENSE NO. 0C36861

COMPANY

VARIOUS PER ATTACHED PEP-IP 6A SCHEDULE

CODE

SUB-CODE

INSURED PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIP-USA)
PARTICIPANT: HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)
MEMBER:

TULARE DISTRICT HOSPITAL
869 CHERRY STREET
TULARE, CA 93274

LOAN NUMBER

POLICY NUMBER

SEE ATTACHED

EFFECTIVE DATE
(MM/DD/YY)

10/01/03

EXPIRATION DATE
(MM/DD/YY)

07/01/04

CONT. UNTIL
TERMINATED
IF CHECKED

☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION / DESCRIPTION

ALL LOCATIONS AS LISTED PER COMPANY INSURING

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS

ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING EARTHQUAKE AND FLOOD

COVERAGE INCLUDES REAL AND PERSONAL PROPERTY, EXTRA EXPENSE AND ALL EXTENSIONS AND SUBLIMITS OF COVERAGE AS SHOWN ON MANUSCRIPT POLICY FORM

BOILER & MACHINERY

REPAIR OR REPLACEMENT COST VALUATION

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS

AMOUNT OF INSURANCE

\$1,000,000,000
LOSS LIMIT PER
OCCURRENCE

\$100,000,000
BOILER & MACHINERY LOSS LIMIT
PER OCCURRENCE

DEDUCTIBLE

SEE
BELOW

REMARKS (INCLUDING SPECIAL CONDITIONS)

DEDUCTIBLE:

\$ 10,000 ALL RISK
\$ 10,000 BOILER & MACHINERY

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

ADDITIONAL INTEREST

NAME AND ADDRESS

COUNTY OF TULARE
DEPARTMENT OF HEALTH SERVICES
1062 SOUTH K STREET
TULARE, CA 93274

NATURE OF INTEREST

☐

MORTGAGEE

☒

ADDITIONAL INSURED

☐

LOSS PAYEE

☐

(OTHER)

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

B/AIN

EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE (MM/DD/YY)

10/08/03

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER

DRIVER ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
PH (949) 756-0271 / FAX (949) 756-2713
LICENSE NO. 0C36861

CODE

SUB-CODE

COMPANY

VARIOUS PER ATTACHED PEIP 6A SCHEDULE

INSURED PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEIP-USA)
PARTICIPANT: HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)
MEMBER:

TULARE DISTRICT HOSPITAL
869 CHERRY STREET
TULARE, CA 93274

LOAN NUMBER**POLICY NUMBER**

SEE ATTACHED

EFFECTIVE DATE
(MM/DD/YY)

10/01/03

EXPIRATION DATE
(MM/DD/YY)

07/01/04

CONT. UNTL
TERMINATED
IF CHECKED

☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION**LOCATION / DESCRIPTION**

BOND ISSUANCE; 869 CHERRY STREET, TULARE, CA 93274.

COVERAGE INFORMATION**COVERAGE / PERILS / FORMS**

ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING EARTHQUAKE AND FLOOD

COVERAGE INCLUDES REAL AND PERSONAL PROPERTY, EXTRA EXPENSE AND ALL EXTENSIONS AND SUBLIMITS OF COVERAGE AS SHOWN ON MANUSCRIPT POLICY FORM

BOILER & MACHINERY

REPAIR OR REPLACEMENT COST VALUATION

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS

AMOUNT OF INSURANCE

\$1,000,000,000
LOSS LIMIT PER
OCCURRENCE

\$100,000,000
BOILER & MACHINERY LOSS LIMIT
PER OCCURRENCE

DEDUCTIBLESEE
BELOW**REMARKS (INCLUDING SPECIAL CONDITIONS)****DEDUCTIBLE:**

\$ 10,000 ALL RISK
\$ 10,000 BOILER & MACHINERY

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE. AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST. IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

ADDITIONAL INTEREST**NAME AND ADDRESS**

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT
CAL-MORTGAGE LOAN INSURANCE DIVISION
300 CAPITAL MALL, SUITE 1500
SACRAMENTO, CA 95814.

NATURE OF INTEREST☐

MORTGAGEE

☒

ADDITIONAL INSURED

☒

LOSS PAYEE

☐

(OTHER)

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

P.1A1N

EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE (MM/DD/YY)

10/08/03

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER

DRIVER ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
PH (949) 756-0271 / FAX (949) 756-2713
LICENSE NO. 0C36861

CODE

SUB-CODE

COMPANY

VARIOUS PER ATTACHED PEPID 6A SCHEDULE

INSURED PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPID-USA)
PARTICIPANT: HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)
MEMBER:

TULARE DISTRICT HOSPITAL
869 CHERRY STREET
TULARE, CA 93274

LOAN NUMBER**POLICY NUMBER**

SEE ATTACHED

EFFECTIVE DATE
(MM/DD/YY)

10/01/03

EXPIRATION DATE
(MM/DD/YY)

07/01/04

CONT. UNTIL
TERMINATED
IF CHECKED

☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION**LOCATION / DESCRIPTION**

BUILDING AT 869 CHERRY STREET, TULARE, CA 93274.

COVERAGE INFORMATION**COVERAGE / PERILS / FORMS**

ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING EARTHQUAKE AND FLOOD

COVERAGE INCLUDES REAL AND PERSONAL PROPERTY, EXTRA EXPENSE AND ALL
EXTENSIONS AND SUBLIMITS OF COVERAGE AS SHOWN ON MANUSCRIPT POLICY
FORM

BOILER & MACHINERY

REPAIR OR REPLACEMENT COST VALUATION

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS

AMOUNT OF INSURANCE

\$1,000,000,000
LOSS LIMIT PER
OCCURRENCE

\$100,000,000
BOILER & MACHINERY LOSS LIMIT
PER OCCURRENCE

DEDUCTIBLESEE
BELOW**REMARKS (INCLUDING SPECIAL CONDITIONS)****DEDUCTIBLE:**

\$ 10,000 ALL RISK

\$ 10,000 BOILER & MACHINERY

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE. AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST. IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

ADDITIONAL INTEREST**NAME AND ADDRESS**

U.S. BANK
FONDA HALL
550 S. HOPE ST., STE. 500
LOS ANGELES, CA 90071

NATURE OF INTEREST☐

MORTGAGEE

☒

ADDITIONAL INSURED

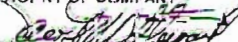
☒

LOSS PAYEE

☐

(OTHER)

SIGNATURE OF AUTHORIZED AGENT OF COMPANY



P.141N

EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE (MM/DD/YY)

10/08/03

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER

DRIVER ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
PH (949) 756-0271 / FAX (949) 756-2713
LICENSE NO. 0C36861

CODE

SUB-CODE

COMPANY

VARIOUS PER ATTACHED PEPIC 6A SCHEDULE

INSURED PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIC-USA)
PARTICIPANT: HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)
MEMBER:

TULARE DISTRICT HOSPITAL
869 CHERRY STREET
TULARE, CA 93274

LOAN NUMBER**POLICY NUMBER**

SEE ATTACHED

EFFECTIVE DATE
(MM/DD/YY)

10/01/03

EXPIRATION DATE
(MM/DD/YY)

07/01/04

CONT. UNTIL
TERMINATED
IF CHECKED

☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION**LOCATION / DESCRIPTION**

MEDICAL IMAGING EQUIPMENT AT LOCATION #1.

COVERAGE INFORMATION**COVERAGE / PERILS / FORMS**

ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING EARTHQUAKE AND FLOOD

COVERAGE INCLUDES REAL AND PERSONAL PROPERTY, EXTRA EXPENSE AND ALL EXTENSIONS AND SUBLIMITS OF COVERAGE AS SHOWN ON MANUSCRIPT POLICY FORM

BOILER & MACHINERY

REPAIR OR REPLACEMENT COST VALUATION

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS

AMOUNT OF INSURANCE

\$1,000,000,000
LOSS LIMIT PER
OCCURRENCE

\$100,000,000
BOILER & MACHINERY LOSS LIMIT
PER OCCURRENCE

DEDUCTIBLESEE
BELOW**REMARKS (INCLUDING SPECIAL CONDITIONS)****DEDUCTIBLE:**

\$ 10,000 ALL RISK
\$ 10,000 BOILER & MACHINERY

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

ADDITIONAL INTEREST**NAME AND ADDRESS**

GE CAPITAL PUBLIC FINANCE
8400 NORMANDALE LAKE BLVD., SUITE 470
MINNEAPOLIS, MN 55437

NATURE OF INTEREST☐

MORTGAGEE

☐

ADDITIONAL INSURED

☒

LOSS PAYEE

☐

(OTHER)

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

B7A7N

EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE (MM/DD/YY)

10/08/03

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PRODUCER

DRIVER ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
PH (949) 756-0271 / FAX (949) 756-2713
LICENSE NO. 0C36861

CODE

SUB-CODE

COMPANY

VARIOUS PER ATTACHED PEPIC 6A SCHEDULE

INSURED PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIP-USA)
PARTICIPANT: HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)
MEMBER:

TULARE DISTRICT HOSPITAL
869 CHERRY STREET
TULARE, CA 93274

LOAN NUMBER**POLICY NUMBER**

SEE ATTACHED

EFFECTIVE DATE
(MM/DD/YY)

10/01/03

EXPIRATION DATE
(MM/DD/YY)

07/01/04

CONT. UNTIL
TERMINATED
IF CHECKED

☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION**LOCATION / DESCRIPTION**

LEASE AGREEMENT #7116848-001, DIGITAL COPIER/PRINTERS WITH FACSIMILES LOCATED AT LOCATION #1 (869 CHERRY STREET, TULARE, CA 93274). EQUIPMENT VALUED AT \$100,000.00.

COVERAGE INFORMATION**COVERAGE / PERILS / FORMS**

ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING EARTHQUAKE AND FLOOD

COVERAGE INCLUDES REAL AND PERSONAL PROPERTY, EXTRA EXPENSE AND ALL EXTENSIONS AND SUBLIMITS OF COVERAGE AS SHOWN ON MANUSCRIPT POLICY FORM

BOILER & MACHINERY

REPAIR OR REPLACEMENT COST VALUATION

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS

AMOUNT OF INSURANCE

\$1,000,000,000
LOSS LIMIT PER
OCCURRENCE

\$100,000,000
BOILER & MACHINERY LOSS LIMIT
PER OCCURRENCE

DEDUCTIBLESEE
BELOW**REMARKS (INCLUDING SPECIAL CONDITIONS)****DEDUCTIBLE:**

\$ 10,000 ALL RISK
\$ 10,000 BOILER & MACHINERY

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

ADDITIONAL INTEREST**NAME AND ADDRESS**

TOSHIBA AMERICA INFORMATION SYSTEMS, INC.
1961 HIRST DRIVE
MOBRELY, MO 65270

NATURE OF INTEREST☐

MORTGAGEE

☒

ADDITIONAL INSURED

☒

LOSS PAYEE

☐

(OTHER)

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE (MM/DD/YY)

10/08/03

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PRODUCER

DRIVER ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
PH (949) 756-0271 / FAX (949) 756-2713
LICENSE NO. 0C36861

CODE

SUB-CODE

COMPANY

VARIOUS PER ATTACHED PEPID 6A SCHEDULE

INSURED PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPID-USA)
PARTICIPANT: HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)
MEMBER:

TULARE DISTRICT HOSPITAL
869 CHERRY STREET
TULARE, CA 93274

LOAN NUMBER**POLICY NUMBER**

SEE ATTACHED

EFFECTIVE DATE
(MM/DD/YY)

10/01/03

EXPIRATION DATE
(MM/DD/YY)

07/01/04

CONT. UNTIL
TERMINATED
IF CHECKED

☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION**LOCATION / DESCRIPTION**

LEASE AGREEMENT #1517 LOCATION #1 (869 CHERRY STREET, TULARE, CA 93274) PHILLIPS MEDICAL SYSTEM INTEGRIS ALLURA S/P
CARDIOVASCULAR X-RAY SYSTEM FOR CATH LAB VALUED AT \$1,100,000, GE MEDICAL SYSTEMS ADVANTIX LEGACY VALUED AT
\$400,000, COMPUTER EQUIPMENT VALUED AT \$150,000, AND LAB CONSTRUCTION VALUED AT \$800,000.

COVERAGE INFORMATION**COVERAGE / PERILS / FORMS**

ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING EARTHQUAKE AND
FLOOD

COVERAGE INCLUDES REAL AND PERSONAL PROPERTY, EXTRA EXPENSE AND ALL
EXTENSIONS AND SUBLIMITS OF COVERAGE AS SHOWN ON MANUSCRIPT POLICY
FORM

BOILER & MACHINERY

REPAIR OR REPLACEMENT COST VALUATION

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS

AMOUNT OF INSURANCE

\$1,000,000,000
LOSS LIMIT PER
OCCURRENCE

\$100,000,000
BOILER & MACHINERY LOSS LIMIT
PER OCCURRENCE

DEDUCTIBLE

SEE
BELOW

REMARKS (INCLUDING SPECIAL CONDITIONS)**DEDUCTIBLE:**

\$ 10,000 ALL RISK
\$ 10,000 BOILER & MACHINERY

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

ADDITIONAL INTEREST**NAME AND ADDRESS**

TRANSAMERICA EQUIPMENT FINANCIAL SERVICE
5080 SPECTRUM DRIVE, SUITE 110 WEST
ADDISON, TX 75001

NATURE OF INTEREST☐

MORTGAGEE

☐

ADDITIONAL INSURED

☒

LOSS PAYEE

☐

(OTHER)

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

B/T/N

LENDER'S LOSS PAYABLE ENDORSEMENT

The following provisions (or equivalent) apply as required by "mortgages" and "lenders" to whom certificates of coverage have been issued.

1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender", in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding here from, however, any acts or omissions of the Lender while exercising active control and management of the property.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Insurer agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Insurer of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Insurer's demand in writing therefore. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
4. Whenever this Insurer shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefore exists, this Insurer, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Insurer, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
5. If there be any other insurance upon the within described property, this Insurer shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Insurer (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
6. This Insurer reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss there under payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
9. All notices herein provided to be given by the Insurer to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

Approved:

Board of Fire Underwriters of the Pacific
California Bankers' Association
Committee on Insurance

ADDITIONAL INSURED ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE INTEREST OF ADDITIONAL INSUREDS AND/OR LOSS PAYEES IS AUTOMATICALLY INCLUDED, AS PER SCHEDULE ON FILE WITH DRIVER ALLIANT INSURANCE SERVICES, INC.

P.E.P.I.P. – U.S.A. MEMBER
HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)
PEPIP – 6A
ALL RISK PROPERTY
OCTOBER 1, 2003 TO JULY 1, 2004
SCHEDULE OF INSURANCE COMPANIES

<u>COMPANY</u>	<u>POLICY NUMBER</u>	<u>PARTICIPATION</u>
A) \$10,000,000 Primary All Risk Property		
Lexington Insurance Company	RKM103900347	100.00%
B) 50% of \$240,000,000 Excess \$10,000,000 All Risk Property		
Allied World Assurance Company	RKM103900347C	20.00%
Great Lakes	RKM103900347B	15.00%
Lloyds of London	RKM103900347A	10.00%
Axis U.K.	RKM103900347A	5.00%
C) 50% of \$90,000,000 Excess \$10,000,000 All Risk Property		
Commonwealth Insurance Company	US 4473	20.00%
Axis Specialty Insurance Corporation	ALF 102260	12.00%
Essex Insurance Co.	EPEP 10031	10.00%
Great American E&S	CGP 5663413	5.00%
Arch Insurance	72 ESP 24683 00	3.00%
D) 50% of \$150,000,000 Excess \$100,000,000 All Risk Property		
Commonwealth Insurance Company	US 4473	25.00%
Landmark American Ins. Co.	TBD	25.00%
E) \$125,000,000 Excess \$250,000,000 All Risk Property		
Lloyds of London	RKM103900347A	85.00%
Axis U.K.	RKM103900347A	15.00%
F) \$125,000,000 Excess \$375,000,000 All Risk Property		
*Excluding Flood and CA Earthquake		
Allianz Insurance Co	TBD	100.00%
G) \$500,000,000 Excess \$500,000,000 All Risk Property		
*Excluding Flood and CA Earthquake		
Insurance Company of the West	TBD	100.00%

P.E.P.I.P. – U.S.A. MEMBER
HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)
PEPIP – 6A
BOILER & MACHINERY
OCTOBER 1, 2003 TO JULY 1, 2004
SCHEDULE OF INSURANCE COMPANIES

<u>COMPANY</u>	<u>POLICY NUMBER</u>
\$10,000,000 Boiler and Machinery Primary Layer Lexington Insurance Company	RKM103900347
50% of \$90,000,000 Excess \$10,000,000 Primary Layer CNA	BM1098667553
50% of \$90,000,000 Excess \$10,000,000 Primary Layer Lloyd's of London	RKM103900347A
Lloyd's – D.P. Mann Syndicate #435, Cox Syndicate #1176 & Casualty Syndicate #2027	
Lloyd's – F.R. White Syndicate #190	
Lloyd's – Harrington Syndicate #2000	
Lloyd's – Harvey Bowring Syndicate WEH3621/HRB823	
Lloyd's – Hiscox Syndicate #33	
Lloyd's – MAP Syndicate	
Lloyd's – M.E. Brockbank Syndicate MDR861/MEB1209/NJM588/MEB1209	
Lloyd's – RA Stuchbery & Others Syndicate	
Lloyd's – RJ Kiln & Others Syndicate #510	
Lloyd's – Reith Syndicate #1414	
Lloyd's – S.J. Catlin Syndicate #1003	
Lloyd's – S.J. Catlin Syndicate #2003	
Lloyd's – Wellington Syndicate WEL2020	
Allied World Assurance Company	RKM103900347C
Great Lakes	RKM103900347B
Axis U.K.	RKM103900347A

HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)

**NAMED INSURED
AS OF OCTOBER 9, 2003**

MEMBER: TULARE DISTRICT HOSPITAL
869 CHERRY STREET
TULARE, CA 93274

NAMED INSURED:

Tulare District Hospital

PRODUCER Association of California Healthcare Districts - ALPHA Fund 2869 Prospect Park Drive, Suite 250 Rancho Cordova, CA 95670 (916)268-6100		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	
		INSURER A: ALPHA Fund	
INSURED Tulare Local Hospital District 869 Cherry Street Tulare, CA 93274		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY BE SELF-INSURED.

INSUR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS in 1000's
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	5803 - 039	07/01/03	06/30/04	X TWO STATUTORY LIMITS BOTH-ER E.L. EACH ACCIDENT \$1,000 E.L. DISEASE-EA EMPLOYEE \$1,000 E.L. DISEASE-POLICY LIMIT \$1,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James Giannini, Chief Operating Officer

** R E P R I N T **

** I N V O I C E **
TULARE DISTRICT HOSPITAL
869 CHERRY ST
TULARE, CA 93274-0000
(559) 688-0821

Ent Name: FRESNO CO CORONER OFF

760 W NIELSEN
ATTN: ELLEN

FRESNO, CA 93706

Page: 8

Statement Date: 1/13/04
Account No: 8030054
Amount Due: 9,995.00

Acc #	Name	Date Col	Date Rec	Col	By	Case #	Test	Qty	Price	Total
3343024330	WILLIAMS PATRICK	2003-12-08	2003-12-09	GOPAL	12-08-03		@URINE THC CONFIRM	1	30.00	30.00
3343024329	WILLIAMS PATRICK	2003-12-08	2003-12-09	GOPAL	12-08-03		@BLOOD THC CONFIRM	1	30.00	30.00
3349024656	WILLIAMS SCOTT	2003-12-11	2003-12-15	CHAMBL	12-11-03		@BLOOD ALCOHOL	1	25.00	25.00
3349024656	WILLIAMS SCOTT	2003-12-11	2003-12-15	CHAMBL	12-11-03		@BLOOD DRUG SCREEN	1	30.00	30.00
3349024656	WILLIAMS SCOTT	2003-12-11	2003-12-15	CHAMBL	12-11-03		@BLOOD OPIAT CONFIRM	1	30.00	30.00
3349024660	WILLIAMS SCOTT	2003-12-11	2003-12-15	CHAMBL	12-11-03		@BLOOD COCA CONFIRM	1	30.00	30.00
3349024660	WINGFIELD ROBERT	2003-12-09	2003-12-15	GOPAL	12-09-03		@BLOOD ALCOHOL	1	25.00	25.00
335023645	WOODS TANYA	2003-12-09	2003-12-15	GOPAL	12-09-03		@BLOOD DRUG SCREEN	1	30.00	30.00
335023645	WOODS TANYA	2003-12-01	2003-12-01	CHAMBL	12-01-03		@BLOOD ALCOHOL	1	25.00	25.00
3337023956	WOODS TANYA	2003-12-01	2003-12-01	CHAMBL	12-01-03		@BLOOD DRUG SCREEN	1	30.00	30.00
3339024116	WOODS TANYA	2003-12-02	2003-12-03	CHAMBL	12-02-03		@VITREOUS PANEL	1	20.00	20.00
3339024117	WOODS TANYA	2003-12-01	2003-12-01	CHAMBL	12-01-03		@MISC DRUG	1	100.00	100.00
3339024104	WOODS TANYA	2003-12-01	2003-12-01	CHAMBL	12-01-03		@MISC DRUG	1	100.00	100.00
3339024104	WOODS TANYA	2003-12-03	2003-12-05	CHAMBL	12-03-03		@BLOOD EQUIVALENTS	1	25.00	25.00
3339024104	WOODS TANYA	2003-12-03	2003-12-05	CHAMBL	12-03-03		@URINE DRUG SCR 10	1	25.00	25.00
3339024104	WOODS TANYA	2003-12-03	2003-12-05	CHAMBL	12-03-03		@URINE OPIAT CONFIRM	1	30.00	30.00
	@BLOOD ALCOHOL									
	@BLOOD CULTURE MKL									
	@CARBON MONOXIDE									
	@KETONES									
	@MISC ALCOHOL									
	@MISC DRUG									
	@BLOOD EQUIVALENTS									
	@ALLSCAN									
	@BLOOD DRUG SCREEN									
	@MISC DRUG SCR 10									
	@URINE DRUG SCR 10									
	@VITREOUS PANEL									
	@URINE OPIAT CONFIRM									
	@URINE AMPH CONFIRM									
	@URINE BENZO CONFIRM									
	@URINE COCA CONFIRM									
	@URINE THC CONFIRM									
	@BLOOD BARB CONFIRM									
	@BLOOD OPIAT CONFIRM									
	@BLOOD AMPH CONFIRM									
	@BLOOD BENZ CONFIRM									
	@BLOOD COCA CONFIRM									
	@BLOOD PCP CONFIRM									
	@BLOOD THC CONFIRM									
	@SPINAL FLUID CULTR									

Total: 9,995.00

** I N V O I C E **
 TULARE DISTRICT HOSPITAL
 869 CHERRY ST
 TULARE, CA 93274-0000
 (559) 688-0821

Page: 1

Statement Date:	1/13/04
Account NO:	8030057
Amount Due:	200.00

	Acc #	Name	Date Col	Date Rec	Col By Case #	Test	Qty	Price	Total
3323023150	BROCKETT RYAN ERIC	2003-11-15	2003-11-19	TERRY	03-25831	@BLOOD ALCOHOL	1	25.00	25.00
3323023150	BROCKETT RYAN ERIC	2003-11-15	2003-11-19	TERRY	03-25831	@BLOOD DRUG SCREEN	1	30.00	30.00
3323023150	BROCKETT RYAN ERIC	2003-11-15	2003-11-19	TERRY	03-25831	@BLOOD AMPH CONFIRM	1	30.00	30.00
3323023150	BROCKETT RYAN ERIC	2003-11-15	2003-11-19	TERRY	03-25831	@BLOOD THC CONFIRM	1	30.00	30.00
3345024497	CAETANO NATHAN	2003-12-02	2003-12-11	LYNDA	03-27131	@BLOOD ALCOHOL	1	25.00	25.00
3345024497	CAETANO NATHAN	2003-12-02	2003-12-11	LYNDA	03-27131	@BLOOD DRUG SCREEN	1	30.00	30.00
3345024497	CAETANO NATHAN	2003-12-02	2003-12-11	LYNDA	03-27131	@BLOOD AMPH CONFIRM	1	30.00	30.00
	@BLOOD ALCOHOL							50.00	
	@BLOOD DRUG SCREEN							60.00	
	@BLOOD AMPH CONFIRM							60.00	
	@BLOOD THC CONFIRM							30.00	

Total:	200.00
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Non-Gynecologic Cytopathology	2002-2003	30
8. American Society of Cytopathology, CD for teleconference		
Cyto-Legal Issues: Call Waiting in the Cytology Laboratory	05/20/02	1
The Five Year Retrospective Review and Notification-What's Required?	05/21/02	1
Lawsuits: Fashions for the Future	05/21/02	1
Cervical Cytology: A Spectrum of Change	05/23/02	1
ASCUS: A Review of Cytologic Features and Clinical Management	05/28/02	1
Pitfalls in diagnosing AGUS	05/29/02	1
Agonizing over AGUS	05/31/02	1
AGUS: The Problem of Atypical Glandular Cells in Papanicolaou Smear	06/04/02	1
9. Fine Needle Aspiration Update, ASCP workshop, Chicago	09/10-14/02	32
10. SurePath Challenge Exam, TriPath Imaging Inc., Fullerton, CA	09/28/02	3
11. Tumor Board, Tulare District Hospital	2003	4
Total		446

Referred publications

1. J.-R. Zhang and A. Sevanian (1991) Effect of vitamin E on arachidonic acid peroxidation and its binding to Chinese hamster V79 cell DNA. *Biochim. Biophys. Acta*, 1085, 159-166.
2. J.-R. Zhang and A. Sevanian (1993) The genotoxic effects of arachidonic acid in V79 cells are mediated by peroxidation products. *Toxicol. Appl. Pharmacol.*, 121, 193-202.
3. J.-R. Zhang, P.K. Andrus and E.D. Hall (1993) Age-related regional changes in hydroxyl radical stress and antioxidants in gerbil brain. *J. Neurochem.*, 61, 1640-1647.
4. J.-R. Zhang, P.K. Andrus and E.D. Hall (1994) Age-related phospholipid hydroperoxide levels in gerbil brain measured by HPLC-chemiluminescence and their relation to hydroxyl radical stress. *Brain Res.*, 639, 275-282.
5. S.L. Smith, P.K. Andrus, J.-R. Zhang and E.D. Hall (1994) Direct measurement of hydroxyl radicals, lipid peroxidation, and blood-brain barrier disruption following unilateral cortical impact head injury in the rat. *J. Neurotrauma*, 11, 393-404.
6. E.D. Hall, P.K. Andrus, P.A. Yonkers, S.L. Smith, J.-R. Zhang, B.M. Taylor and F.F. Sun (1994) Generation and detection of hydroxyl radical following experimental head injury. *Ann. N. Y. Acad. Sci.*, 738, 15-24.
7. J.-R. Zhang, A.R. Cazars, B.S. Lutzke and E.D. Hall (1995) HPLC-chemiluminescence and thermospray LC/MS study of hydroperoxides generated from phosphatidylcholine. *Free Rad. Biol. Med.*, 18, 1-10.
8. J.-R. Zhang, P.K. Andrus and E.D. Hall (1995) HPLC-chemiluminescence assay for age-related phospholipid hydroperoxides in gerbil brain and their relation to hydroxyl radical stress - clinical implications. *Free Radicals in Diagnostic Medicine: A Systematic Approach to Laboratory Technologies, Clinical Correlations, and Antioxidant Therapy*. D. Armstrong, ed. Plenum, New York.
9. J.-R. Zhang, H.M. Scherch and E.D. Hall (1996) Direct measurement of lipid hydroperoxides in iron-dependent spinal neuronal injury. *J. Neurochem.*, 66, 355-361.
10. J.-R. Zhang, V. Shenoy, W.E. Mangano and H.H. Chang (2000) Hospital autopsies: still valuable in their traditional role but in need of reform. *W. V. Med. J.*, 96, 507-511.

Abstracts

1. E. Kim, J.-R. Zhang and A. Sevanian (1990) Analytical approaches to measurement of linoleic acid hydroperoxide using HPLC and polarographic techniques. *FASEB* 4, 2101 (A)
2. J.-R. Zhang and A. Sevanian (1990) Binding of arachidonic acid peroxidation products to Chinese hamster V79 cell DNA: effects of vitamin E and selenium. *Free Rad. Biol. Med.*, 9, Supple. 1, 538.
3. J.-R. Zhang and A. Sevanian (1992) The genotoxic effects of arachidonic acid in V79 cells are partially via the increase of its peroxidized metabolites. *Toxicologist*, 12, 117.
4. J.-R. Zhang and E.D. Hall (1993) HPLC-chemiluminescence assay for direct detection of lipid hydroperoxide in gerbil brain. *Physical and Analytical Chemistry Symposium, the Upjohn Company*.
5. E.D. Hall, S.L. Smith, P.K. Andrus and J.-R. Zhang (1993) Direct measurement of increased hydroxyl radical levels and lipid peroxidation in experimental head injury and relation to blood-brain barrier disruption. *J. Neurotrauma*, 10, suppl. 1, S87 (O50).

6. J.-R. Zhang, P.K. Andrus and E.D. Hall (1993) Age-related regional changes in hydroxyl radical stress and antioxidants in gerbil brain. *Society of Neuroscience Abstract* Vol. 19, 192.17.
7. J.-R. Zhang, A.R. Cazars, B.S. Lutzke and E.D. Hall (199) tirilazad mesylate 4) HPLC-chemiluminescence and thermospray LC/MS study of hydroperoxides generated from phosphatidylcholine. *Society of Neuroscience, Michigan Chapter, Kalamazoo, MI, 1994.*
8. G.J. Fici, J.S. Althaus, J.-R. Zhang, E.D. Hall and P.F. VonVoigtlander (1994) Peroxynitrite toxicity in cerebellar granule cells: reversal by tirilazad mesylate (U-74006F). *Society of Neuroscience Abstract* Vol. 20, 675.7.
9. J.-R. Zhang and E.D. Hall (1994) Increase in lipid hydroperoxide levels in gerbil brain ischemia/reperfusion model as measured by HPLC-chemiluminescence assay. *Society of Neuroscience Abstract* Vol. 20, 255.5.
10. E.D. Hall, P.K. Andrus and J.-R. Zhang (1994) Industrial initiatives in antioxidant therapies. *Symposium of 1994 American Aging Association meeting, Washington, DC.*
11. P.F. VonVoigtlander, J.S. Althaus, G.J. Fici, H.M. Scherch, J.-R. Zhang and E.D. Hall (1995) Mechanisms of neuronal protection by tirilazad mesylate. *Winter Conference of Brain Research*. Steamboat Springs, CO, January 21-28, 1995.
12. H.M. Scherch, J.-R. Zhang, P.K. Andrus, B.S. Lutzke, P.F. VonVoigtlander, and E.D. Hall (1995) Protection of neuronal viability and inhibition of lipid hydroperoxide formation by tirilazad mesylate measured by HPLC-chemiluminescence assay. *Society for Neuroscience Annual Meeting, San Diego, CA.* November 11-16, 1995.
13. J.-R. Zhang, E.M. Walker Jr and D.J. Cannon (1996) Oxidative damage in CNS: specific detection and antioxidant drug effect. *Applied Seminar on Neurological and Psychiatric Diseases: Molecular Basis and Diagnostic Approaches.* Louisville, KY.
14. J.-R. Zhang, V. Shenoy and H.H. Chang (1999) Should autopsies be obsolete in community hospitals? Submitted to ASCP/CAP fall meeting, New Orleans.
15. J.-R. Zhang, H.H. Chang and S.B. Chandor (1999) Pathologic features of the River City Area. The comparison of River City Conference cases with CAP/PIP cases – A model of conference pathology. Submitted to ASCP/CAP fall meeting, New Orleans.

Invited presentations

1. Genotoxicity of polyunsaturated fatty acid peroxidation products (1992). Department of Medicine, University of North Carolina, Chapel Hill, NC.
2. Oxidative stress, oxidative damage, and the antioxidant defense system in aging brain (1994). Society for Neuroscience, Michigan Chapter, Kalamazoo.
3. *In vivo* and *in vitro* measurement of lipid hydroperoxides by HPLC-chemiluminescence assay (1994). *Workshop: Measurement of Oxidants and Interpretation.* Department of Pathology, University of Michigan Medical School. MI.
4. Oxidative damage in CNS: specific detection and antioxidant drug effect (1996) *Applied Seminar on Neurological and Psychiatric Diseases: Molecular Basis and Diagnostic Approaches.* Louisville, KY.

References

Ram Seralathan, MD, Surgeon, Director of Surgical Department, Sierra View District Hospital, 465 W Putnam Ave, Porterville, CA, 93257. Tel (559) 781-2000.

Owen C. Kim, MD, Medical Director, Roger S. Good Cancer Treatment Center, Sierra View District Hospital, 465 W Putnam Ave, Porterville, CA, 93257. Tel (559) 788-6175.

Samuel W. French, MD, Professor, Director of Anatomic Pathology, Department of Pathology, Harbor-UCLA Medical Center, 1000 W Carson St, Torrance, CA 90509-2910. Tel (310) 222-2627.

Shi-Kaung Peng, MD, PhD, Professor, Director of Surgical Pathology, Department of Pathology, Harbor-UCLA Medical Center, 1000 W Carson St, Torrance, CA 90509-2910. Tel (310) 222-2625.

CIRRICULUM VITAE

PERSONAL:

Gary A. Walter, MD
890 Cherry Street
Tulare, California 93274

(209) 686-4000

PHYSICIAN SPECIALTY:

Anatomic, Clinical & Forensic Pathology

LICENSURE:

California G 45798
Arizona 13799
Hawaii MD-4962

DEA: AW1205396

HOSPITAL AFFILIATION:

Visalia Community Hospital
1633 S. Court Street
Visalia, California 93277

Sierra View District Hospital
465 W. Putnam Ave.
Porterville, California 93257

Tulare District Hospital
869 N. Cherry Ave.
Tulare, California 93264

Exeter Memorial Hospital
215 N. Crespi Ave.
Exeter, California 93221

Corcoran District Hospital
1310 Hanna Ave.
Corcoran, California 93212

EDUCATION:

July, 1980 - June, 1984

Resident in Pathology
UCLA Medical Center
Los Angeles, CA 90024

July, 1978 - June, 1980

Chief Pilot
USC Sold Out, Inc.
Oxnard, CA

July, 1977 - June 1978 Flexible Internship
Loma Linda VA Hospital
Loma Linda, CA 93254

August, 1972 - July 1977 Medical Student
Loma Linda University
School of Medicine
Loma Linda, CA 93254
MD Degree

Sept., 1968 - June, 1972 College Student
Arizona State University
Tempe, AZ
B.A. Biochemistry

CERTIFICATES: Diplomate National Board of Medical Examiners

PROFESSIONAL SOCIETY MEMBERSHIP: American Society of Clinical Pathologists

SPECIAL TRAINING:

1. UCLA special electives in cytology, immunohistochemical techniques and microbiology.
2. Forensic Training done at the LA County Coroner Office, Los Angeles.

QUALIFICATIONS:

Fully qualified in the Superior Courts of Tulare County California as an expert in forensic autopsy pathology and toxicology.

Fully qualified in the Superior Courts of Fresno County California as an expert in the field of toxicology.

Qualified in Superior Court of Los Angeles County California as an expert in the field of forensic autopsy pathology.

Directors
Leonard Miller, M.D.
Gary Walter, M.D.
Roger Peterson, M.T.

T D H
MINERAL KING LABORATORY
869 CHERRY AVE
TULARE, CA 93274

MKL# 2053-003645

TOXICOLOGY REPORT

Name: USER, IMA
TEST SPECIMEN

Submitting Agency: CASH ACCOUNT ONLY CLIENTS

Date Collected: 2/22/2002
Time Collected: 10:06
Case Number: 2053003645

Date Received: 2/22/2002
Time Received: 10:06
Collected By: RGP

	RESULTS	INTERPRETATION
DRUG SCREEN		
URINE		
CANNABINOIDS	POSITIVE	> 50 ng/ml
OPIATES	POSITIVE	> 300 ng/ml
BENZODIAZEPINES	POSITIVE	> 200 ng/ml
COCAINE (METABOLITE)	POSITIVE	> 150 ng/ml
METHAQUALONE	POSITIVE	> 200 ng/ml
PHENCYCLIDINE	POSITIVE	> 25 ng/ml
PROPOXYPHENE	POSITIVE	> 200 ng/ml
AMPHETAMINES	POSITIVE	> 1000 ng/ml
METHADONE	POSITIVE	> 200 ng/ml
BARBITURATES	POSITIVE	> 200 ng/ml
ALCOHOL SCREEN-EMIT	POSITIVE (1)	> 0.019 %

CONFIRMATION

THC-COOH (QUANT)	10000	ng/ml	> 15 ng/ml
OPIATE PANEL			
MORPHINE (QUANT)	50000	ng/ml	> 300 ng/ml
CODEINE (QUANT)	20000	ng/ml	> 300 ng/ml
6-MONOACETYL MORPHINE (QUA	POSITIVE		
HYDROCODONE (QUANT)	POSITIVE	mg/L	0.018-0.032mg/L
HYDROMORPHONE (QUANT)	POSITIVE	ng/ml	
NORCODEINE (QUANT)	POSITIVE	ng/ml	
COCAINE PANEL			
COCAINE (QUANT)	90000	ng/ml	50-1000 ng/ml
BENZOYLECGONINE (QUANT)	90000	ng/ml	> 150 ng/ml
PCP (QUANT)	5000	ng/ml	> 25 ng/ml
PROPOXYPHENE (QUANT)	10000	ng/ml	> 200 ng/ml
METHADONE (QUANT)	40000	ng/ml	> 200 ng/ml
METHAQUALONE (QUANT)	50000	ng/ml	> 200 ng/ml
AMPHETAMINE PANEL			
EPHEDRINE (QUANT)	50000	ng/ml	> 500 ng/ml

(1) CONFIRMED BY GC

Certifying Scientist: ROGER PETERSON, M.T.

Report Date: 02/22/2002

Directors
Leonard, Miller, M.D.
Gary Walter, M.D.
Daniel Brubaker, M.D.
Roger Peterson, M.T.

T D H
MINERAL KING LABORATORY
869 CHERRY AVE
TULARE, CA 93274

MKL# 2053-003645

TOXICOLOGY REPORT

Name: USER, IMA
TEST SPECIMEN

Submitting Agency: CASH ACCOUNT ONLY CLIENTS

Date Collected: 2/22/2002
Time Collected: 10:06
Case Number: 2053003645

Date Received: 2/22/2002
Time Received: 10:06
Collected By: RGP

RESULTS

INTERPRETATION

AMPHETAMINE PANEL

Continued

PSEUDOEPHEDRINE (QUANT)	50000	ng/ml	> 500 ng/ml
PHENYLPROPANOLAMINE (QUANT)	50000	ng/ml	
AMPHETAMINES (QUANT)	90000	ng/ml	> 500 ng/ml
METHAMPHETAMINES (QUANT)	90000	ng/ml	> 500 ng/ml

BARBITURATE PANEL

PHENOBARBITAL	50000	ng/ml	> 200 ng/ml
BUTALBITAL	50000	ng/ml	> 200 ng/ml
SECOBARBITAL	50000	ng/ml	> 200 ng/ml
PENTABARBITAL (QUANT)	50000	ng/ml	> 200 ng/ml

BENZODIAZEPINE PANEL

OXAZEPAM	20000	ng/ml	> 200 ng/ml
DIAZEPAM	20000	ng/ml	> 200 ng/ml
NORDIAZEPAM	20000	ng/ml	> 200 ng/ml
TEMAZEPAM	20000	ng/ml	> 200 ng/ml
ALPRAZOLAM	20000	ng/ml	> 200 ng/ml
TRIZOLAM	20000	ng/ml	> 200 ng/ml
LORAZEPAM	20000	ng/ml	> 200 ng/ml

BLOOD EQUIVALENTS = 0.50 % > 0.08% BY GC

PROCEDURE

COMMENTS

BLOOD EQUIVALENTS

ALCOHOL PRESENT AT GREATER THAN 0.02%
LEGAL LIMIT 0.08% FOR MOTOR VEHICLE OPERATION

I CERTIFY, UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE ATTACHED BLOOD/URINE ANALYSIS WAS PERFORMED DURING THE REGULAR COURSE OF MY DUTIES, AND IS A TRUE AND CORRECT COPY THEREOF. I FURTHER CERTIFY THAT I AM QUALIFIED TO PERFORM THESE ANALYSIS PURSUANT TO TITLE 17 OF THE CALIFORNIA CODE OF REGULATIONS, AND THAT THE EQUIPMENT USED IN ARRIVING AT THE RESULTS WAS IN PROPER WORKING ORDER AT THE TIME I PERFORMED THIS ANALYSIS.

COCAINE URINE (Q)

URINE COCAINE TOXIC LEVEL: >1000 ng/ml

Certifying Scientist: ROGER PETERSON, M.T.

Report Date: 02/22/2002

Mineral King Toxicology Laboratory

Procedure: EXTERNAL CHAIN OF CUSTODY

Prepared by	Date Adopted	Supersedes Procedure #
<i>[Signature]</i>	8-25-98	

Review Date	Revision Date	Signature
8/25/98	8/25/98	<i>[Signature]</i>
5/20/99		<i>[Signature]</i>

PRINCIPLE:

All specimens arriving in the Laboratory are received in the reception area and are accessioned by laboratory personnel immediately upon arrival. The reception area maintains the log of receipt of specimens accessioning, so that proper accountability of specimen receipts can be maintained. The director is to be notified and in his absence the forensic supervisor of any receiving discrepancies that may occur.

PROCEDURE - STEPWISE I

A. INSPECTION OF PACKAGES.

1. The condition of the package and package seals are to be examined at the time of arrival. Any evidence of torn, crushed, or mutilated packages which could compromise the integrity of the specimens within is to be documented in the accession log on the chain of custody form and immediately brought to the attention of the director.
2. The accession log, also called "General Log" is maintained in the reception area where we document the arrival of specimens from courier services, law enforcement agencies, and walk-in persons. The accession log shows the accession number, individual's name, client name, date of collection, date of receipt, type of specimen, testing ordered, and space for comments. We note the condition of the packages upon arrival, during normal business hours. The packages are transferred after accessioning to the Laboratory for analysis. If package seals are intact and properly completed the package is opened and the specimen processing continues as described. If package seals are torn to an extent where the package could have been

opened or improperly transported, that condition is noted in the accession log. The same comments as are entered into the accession log are placed on the final report and noted on the Chain of Custody Document.

B. INSPECTION OF SPECIMEN CONTAINER.

1. Packages are to be opened and the Chain of Custody documents are signed at the time of receipt and accessioning.
2. Specimens are received in plastic bags, in mailing containers and as unpackaged specimens received from a laboratory or a person providing a specimen at Mineral King Laboratory. The specimens are to be examined for signs of leakage, tearing, mutilation or any damage or tampering that could afford entry into the specimen container.
3. The specimen must be properly identified to positively link the specimen to the Chain of Custody Document. Each specimen container must be clearly marked with the name, requesting agency, date and time of collection, collector's name and initials of the specimen person's name. (NOTE: The Laboratory strives to have a minimum of 10 mls of all positive specimens stored and frozen for at least one year. No specimen is to be rejected until the director or a forensic analyst approves so.)

C. INSPECTION AND REVIEW OF EXTERNAL CHAIN OF CUSTODY DOCUMENT.

1. All specimens must arrive with a Chain of Custody Document included. The accessioner will review the Chain of Custody Document for the following items:
 - Name of the sample donor;
 - The name of the agency requesting analysis;
 - The type of analysis that has been requested i.e. alcohol/drug screen;
 - The type of specimen;
 - The signature of the collecting individual,
 - The signature of the arresting officer;
 - The signature of the person who brings the specimen to the laboratory; and the signature of the person in the laboratory who receives the specimen.
2. All signatures must be in place denoting all transfers of possession of the individual specimens.
3. If the above are present and correctly entered and none of the following conditions exist, mark the box reading "Seals Intact" and proceed with accessioning and aliquoting.

INSPECTION AND REVIEW OF EXTERNAL CHAIN OF CUSTODY DOCUMENT
CON'T.

4. Chain of Custody is considered invalid if documentation is incomplete and/or specimen integrity is questioned. The specimen Chain of Custody is to be entered into the accession log as "Invalid Chain of Custody."

When the following conditions are present, the specimen is to be rejected, the box reading "Seals Not Intact" is to be checked and the director notified:

- a. Missing or damaged tamper evidence seals to the extent that the sample could potentially have been opened and adulterated.
- b. Improper, wrong or missing identification of the donor.
- c. Incomplete entries in the Chain of Custody found on the Chain of Custody form.

The client is notified within one working day. Reasons for rejection are documented in the accession log and on the Chain of Custody form. **DO NOT SUBMIT THE SPECIMEN.**

The client is notified as to why the test was not performed, and the reason for the rejection.

GENERAL LOG - MINERAL KING FORENSIC TOXICOLOGY LABORATORY

[illegible]

TDH - MINERAL KING LABORATORY

REQUEST FOR TOXICOLOGICAL SERVICES

SE NUMBER _____ MKL TOXICOLOGY number _____

ME: _____ COLLECTION DATE: _____ Time _____

Blood _____ ml. in _____ vials

Urine _____ ml. in _____ vials

Vitreous _____ ml. in _____

Other _____

REQUEST

Alcohol

Drug Screen

Individual Drug _____

ected by _____ Date _____ Time _____

vered by _____ Date _____ Time _____

eived by _____ Date _____ Time _____

essed by _____ Date _____ Time _____

☐ Type & Rh

☐ Carboxy Hemoglobin

☐ Other (list below)

CHAIN OF CUSTODY FORM

CHAIN OF CUSTODY FORM

Name.....

Type of Sample Blood ☐ Dead ☐
 Urine ☐ Alive ☐ Request.....

Agency..... Case #.....

Offense.....

Date..... Time..... Place.....

Collected by..... Preservative Present ☐

Sterilization Material.....

Sig. of Officer.....

Spec. to Laboratory by..... Date..... Time.....

Spec. Received by..... Date..... Time.....

Spec. Processed by..... Date..... Time.....

Spec. No. SEAL INTACT ☐
 SEAL NOT INTACT ☐

DIRECTORS:

Leonard Miller, M.D.

James Sargent, M.D.

Mary Walter, M.D.

Kenneth Welch, M.T.

TOXICOLOGIST: Roger Peterson, M.T.

TULARE COUNTY MINERAL KING LABORATORY

869 North Cherry Street

Tulare, CA 93274

(209) 685-3456

FAX 685-9245

DRUGS OF ABUSE REQUEST FORM

DONOR		AGENCY	
Name (Last)	First	DOB	Name
Address		ID #/Driver License #	Address
City	State	Zip Code	City & State

TEST MENU

Drug Screen 5 Test, Opiates, THC, Cocaine, PCP, Amines (Sympathometic amines) 7 Test, Opiates, THC, Cocaine, PCP, Amines, Benzodiazepine, Barbiturates 10 Test, Opiates, THC, Cocaine, PCP, Amines, Benzodiazepine, Barbiturates Methaqualone, Propoxyphene, Methadone ALCOHOL Other Tests _____	Type of Specimen: <input type="checkbox"/> Blood <input type="checkbox"/> Urine Other _____ Remarks _____ _____ _____ _____
--	--

PURPOSE FOR REQUEST

Pre-Employment	<input type="checkbox"/> Periodic	<input type="checkbox"/> Reasonable Cause	<input type="checkbox"/> Post-Accident
Random	<input type="checkbox"/> Blood (Probable Suspicion)	<input type="checkbox"/> Other (Specify) _____	

Temperature of specimen read within 4 minutes of collection YES () NO ()

Temperature is within range of 90-100°F YES () NO ()

If no record temp. _____

CHAIN OF CUSTODY

TO BE INITIATED BY COLLECTOR AND COMPLETED AS NECESSARY THEREAFTER

PURPOSE OF CHANGE	RELEASED BY - Signature	RECEIVED BY - Signature	DATE
Provide Specimen for Testing	RELEASED BY DONOR	Signature	
Send to Lab	Signature	Signature	
Received by Lab	Signature	Signature	
	Signature	Signature	

LAB ACCESSION NO.

 SEAL INTACT ☐
 SEAL NOT INTACT ☐

--

TOXICOLOGY SPECIMEN

NAME _____

AGENCY _____

COLLECTED BY _____

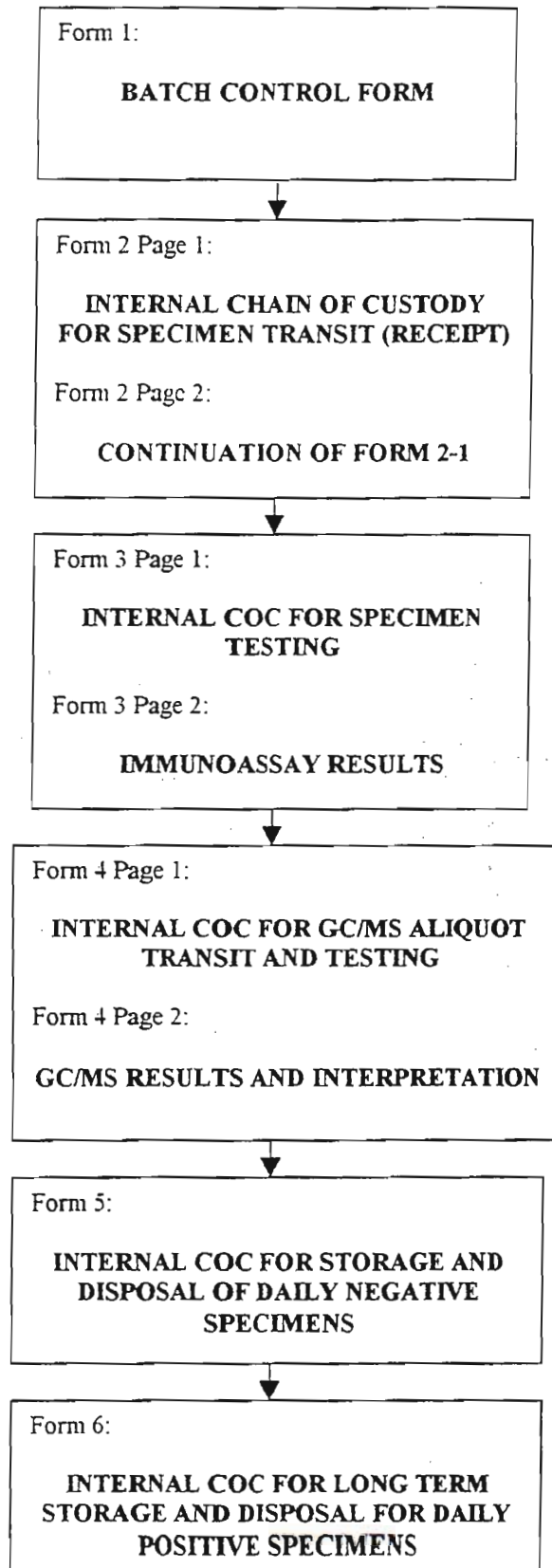
DATE _____ TIME _____

MKL _____

LAB # _____

MINERAL KING TOXICOLOGY LABORATORY

INTERNAL CHAIN OF CUSTODY DIAGRAM



Mineral King Toxicology Laboratory

Procedure: INTERNAL CHAIN OF CUSTODY

Prepared by	Date Adopted	Supersedes Procedure #
<i>[Signature]</i>	8-25-98	

Review Date	Revision Date	Signature
8/25/98	8/25/98	<i>[Signature]</i>
5/20/99		<i>[Signature]</i>

PRINCIPLE - PART I:

The purpose of internal chain of custody is to continue positive accountability for the specimens while they are in the control of the laboratory. The internal chain will contain the names of each person handling the specimen and the purpose for that handling.

PRINCIPLE - PART II:

All specimens arriving in the laboratory are received, external chain of custody checked, tamper evidence checked and appropriate box checked concerning condition of the seals. The specimens are opened and the internal chain of evidence is started with Form 1. All specimens are processed sequentially in batches according to Form 1. The exception are STAT specimens that are added to the Form 1 in process at the time the STAT specimen is received. All other documentation is then updated to include the STAT specimen. Routine internal chain of custody is to be followed by the method below.

A. Form 1 - Batch Control Form

1. All of the accessions of a batch are listed in run order, including controls on the Batch Control Form. This Form is used to identify the batch throughout the screening process.

Approved By: _____ Date: _____

Approved By: _____ Date: _____

B. Form 2 Page 1, Internal Chain of Custody for Specimen Transit

1. Specimens are received from and released by courier (see External C.O.C.) timed and dated.
2. Received by or transferred to person checking in and opening the specimen packages, put name by signing and printing, date and time, then perform procedure.
3. Person opening packages releases specimen to the person who accessions and assigns cup number, both sign and print, date and time in respective boxes, then perform procedure.
4. Accessioner fills out a new Batch Control Form for each batch of specimens received, signs, with date, when complete. The batch number is consecutive thru the year starting with #1 and appears on each form thru the C.O.C. The Batch Control Form is transferred with specimens to aliquoter. Person accessioning releases specimens too, and they are received by the person aliquoting and disposing of residual, both sign and print in respective boxes, date and time, then perform procedure. Aliquot specimens in accordance with the Batch Control Form accession sequence. **(Note: Never replace any portion of an aliquot back into original container.)**
5. Aliquoter stores original specimen in Refrigerator #2 (RF#2) and documents transfer released by, name, time, and date, to RF#2 for short term storage. Form 2 Page 2 is used to document further handling of specimens, i.e., retests.
6. Long term storage takes place after final analysis, "released by" name (or refer and name), date, time, and which freezer received specimen.
7. Specimen disposal takes place at the end of 2 weeks for negative specimens (and is also

Approved By: _____ Date: _____

Approved By: _____ Date: _____

documented on Form 5 corresponding to Form 1 batch, and one year for positive specimens (see Form 6 for further documentation).

C. Form 3 Page 1 Internal Chain of Custody for Immunoassays, Aliquots and Results.

1. Form 3 is filled in with the date the batch is processed, batch number and total number of specimens from the Form 1.
2. The Aliquoter from Form 2 releases the aliquots to the person who takes the aliquots to the analyst for testing. Both sign and print name, date and time of transaction.
3. The analyst who accessions the tests on the analyzer places the aliquots onto the analyzer and documents the action by signing and printing, dating and timing the action under "released." The aliquot is received by the analyzer (print it in) for testing.
4. After testing, results checked and certification, the aliquots are disposed of by the analyst. Sign and print name under "released by" and "transferred to," remember to add trash can as "transferred to."

D. Form 3 Page 2 Urine Drug Screen Internal Chain of Custody for Immunoassays, Aliquots and Results

Form 3 Page 2 contains the listing of specimens from Form 1, the ordering agency, the analyzer cup number and the test results. Form 3 Page 2 is identified by date of process, batch number and total specimens corresponding to Form 1. On Form 3 Page 2, (for each day) is also located calibration and control information, daily negatives are listed on Form 5, positives on Form 6. From Form 3 Page 2 are taken the positives for GC/MS confirmation and negatives for final reporting.

Approved By: _____ Date: _____

Approved By: _____ Date: _____

E. Form 4 Page 1 Internal Chain of Custody for GC/MS Aliquots and Results. A separate Form 4 is needed for each analyte tested (i.e., Cocaine).

1. Original specimens are kept in temporary storage or frozen long term storage. When a positive is detected the original sample is taken to aliquoting for GC/MS confirmation and the transfer is documented on Form 4 Page 1, sign and print, time and date this activity. For each day's positives, see Form 6.
2. After aliquoting, the original sample is taken to "long term" storage. Sign and print name "released by" and "transferred to" the freezer number. This step takes the specimens out of the way and protects it from mishandling.
3. The aliquot is then extracted by an analyst, so the transfer of aliquot from aliquoter to analyst is documented, print and sign corresponding names, date and time this activity.
4. Derivitization C.O.C. is handled the same way as the extraction except the "released by" and "received by" may be the same person. Sign and print name in appropriate spaces, date and time this activity.
5. As with the derivitization and extraction, auto injector loading may be done by the same person who performed the derivitization. Sign and print corresponding name or names, date and time the injector loading activity.
6. The auto injector sequence must be checked against the load list (auto sequence) to ensure accuracy and guard against positioning errors. Therefore, a different person (preferably another analyst or the director), then the one loading the injector is to check the sequence. If all is correct, sign and print name in the right-hand column.

Approved By: _____ Date: _____

Approved By: _____ Date: _____

7. The results of the confirmation run are reviewed and interpreted by an analyst and documented as completed by signature and printed name in the right-hand column.
8. The results and procedure are certified by the director and is documented by signature and printed name in corresponding right hand column.

NOTE: Form 4 Page 1 also contains the name of drug tested, date processed, batch number, and total number of specimens as well as the Quality Control date for that drug testing.

F. Form 4 Page 2 Internal Chain of Custody for GC/MS Aliquots and Results.

1. Form 4 Page 2 contains the results of testing listed by sequence number and accession number of specimen. Screen results are present for interpretation as are qualifier ion ratios. Interpretation of results and comments are entered in the corresponding column.
2. The run data are reviewed by the analyst and certified by the director. This is a redundant review and certification to ensure quality results in every testing.

G. Form 5 Internal Chain of Custody for Temporary Storage and Subsequent Disposal of Daily Negative Specimens

1. Form 5 lists the specimens accession numbers corresponding to the proper Form 1 which have tested negative by screen analysis.
2. Daily negative specimens are disposed of after 2 weeks and documented by signature and printed name of person performing this activity and date performed.

Approved By: _____ Date: _____

Approved By: _____ Date: _____

H. Form 6 Internal Chain of Custody for Long Term Storage and Subsequent Disposal

1. Daily positive screen specimens are listed by accession number.
2. The person checking the daily positives from each batch run signs and prints name at the bottom of Form 6 "Prepared by." Form 6 is used to ensure all positive specimens are confirmed in a timely manner and that their current status is easily determined.
3. At the end of at least one year the specimens listed on Form 6 are taken from long term storage and disposed of. The person performing this activity signs and prints name and dates the document.
4. The process of disposal and the release of specimens is reviewed by the director and documented by name and date.

All documents in this Chain of Custody are to be kept in a file by process date and batch. Forms 1 thru 6 are to remain together and constitute a court defensible data package concerning the Chain of Custody of all the specimens logged there in. The file is to be maintained indefinitely in TDH-Mineral King Laboratory under the supervision of its director.

Approved By: _____

Date: _____

Approved By: _____

Date: _____

INTERNAL CHAIN OF CUSTODY DOCUMENT FOR SPECIMENS PROCESSED

DATE PROCESSED: _____

TCH NO: _____

TOTAL NUMBER OF SPECIMENS: _____

	13	25		37	49
	14	26		38	50
	15	27		39	51
	16	28		40	52
	17	29		41	53
	18	30		42	54
	19	31		43	55
	20	32		44	56
	21	33		45	57
	22	34		46	58
	23	35		47	59
	24	36		48	60

PREPARED BY/DATE _____

INTERNAL CHAIN OF CUSTODY FOR SPECIMEN TRANSIT

(TDH - MINERAL KING LABORATORY)

DATE PROCESSED: _____ BATCH NO: _____ TOTAL SPECIMENS: _____

DATE	TIME	RECEIVED FROM RELEASED BY	RECEIVED BY TRANSFERRED TO	PURPOSE OF TRANSFER/REMARK
		SIGNATURE	SIGNATURE	OPEN PACKAGE
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	THAW FROZEN SPECIMENS
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	ACCESSIONING ASSIGNING CUP#
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	ALIQUTS FOR EIA CHEMICAL TESTS AND RESIDUAL DISPOSAL
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	TEMPORARY STORAGE
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	SPECIMEN LONG TERM STORAGE
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	SPECIMEN DISPOSAL
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	
		PRINT NAME	PRINT NAME	

INTERNAL CHAIN OF CUSTODY FOR SPECIMEN TRANSIT

(TDH - MINERAL KING LABORATORY)

DATE PROCESSED: _____ BATCH NO: _____ TOTAL SPECIMENS: _____

DATE	TIME	RECEIVED FROM RELEASED BY	RECEIVED BY TRANSFERRED TO	PURPOSE OF TRANSFER/REMARK
		SIGNATURE	SIGNATURE	ALIQOT TRANSIT FOR IMMUNOASSAYS
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	ALIQOT DOSPOSAL AFTER TESTING
		PRINT NAME	PRINT NAME	

AFTER ANALYSIS. THE ALIQUOTS ARE STORED IN A SECURE PLACE UNTIL FINAL DISPOSAL.

[illegible]

RECEIVED BY

INTERNAL CHAIN OF CUSTODY FOR GC/MS ALIQUOTS AND RESULTS

(TDH - MINERAL KING LABORATORY)

DISK# MKL1
COC41
12-27-1994

ANALYTE _____

DATE PROCESSED _____ BATCH NO: _____ TOTAL SPECIMENS _____

	QC	RESULTS	RANGE
1			
1			
2			
2			
POSITIVE CONTROL			
NEGATIVE CONTROL			
REAGENT BLANK			

DATE	TIME	RECEIVED FROM RELEASED BY	RECEIVED BY TRANSFERRED TO	PURPOSE OF TRANSFER/REMARKS
		SIGNATURE	SIGNATURE	ALIQUOT FOR GC/MS CONFIRMATION
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	ORIGINAL SPECIMEN TO LONG TERM STORAGE
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	ALIQUOT EXTRACTION
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	ALIQUOT DERIVATIZATION
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	LOAD ALIQUOTS ONTO AUTO INJECTOR
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	TRAY CHECKED
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	RESULTS OF GC/MS INTERPRETED
		PRINT NAME	PRINT NAME	
		SIGNATURE	SIGNATURE	PROCEDURE AND
		PRINT NAME	PRINT NAME	

SEQUENCE #	ACCESSION #	EMIT RESULT	Q1 ION RATIO	Q2 ION RATIO	GC/MS RESULT	INTERPRETATION AND COMMENTS
Negative Control						
Positive Control						
Negative Control						
Positive Control						

DISK# MKL1 CF1 12-23-04

REVIEWED BY/ DATE _____ PRINT NAME: _____

FORM 5

INTERNAL CHAIN OF CUSTODY FOR TEMPORARY
STORAGE AND SUBSEQUENT DISPOSAL
(TDH - MINERAL KING LABORATORY)DISK MKL1
COC5
12-23-94DATE _____
PROCESSED _____**DAILY NEGATIVE SPECIMENS**

BATCH # _____

ACCESSION NO.	ACCESSION NO.	ACCESSION NO.	ACCESSION NO.

THE ABOVE SPECIMENS WERE TRANSFERRED FROM TEMPORARY STORAGE AND DISPOSED OF

DISK# MKL1
COC8
12-23-84

DATE
PROCESSED

DAILY POSITIVE SPECIMENS

BATCH # [illegible]

THE ABOVE SPECIMENS WERE TRANSFERRED FROM TEMPORARY STORAGE AND DISPOSED OF

BY SIGNATURE/DATE: _____

PRINT NAME

DISPOSED BY/DATE: _____

PRINT NAME

צדקה וחסד.