



**Abbott**

**TESTING SERVICES AGREEMENT**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

Customer Name           Hernando County Drug Court  
Customer Legal Entity   Same as Above  
Address                    20 Main Street  
City, State, ZIP         Brooksville, FL 34601  
Effective Date:         June 1, 2023  
Expiration Date:         May 30, 2025

Customer identified above (“**Customer**”) and Redwood Toxicology Laboratory, Inc., a California corporation (“**Contractor**”), enter into this Testing Services Agreement including this Signature Page, the General Terms and Conditions, Exhibits, and Addendum(s), all as identified below, and as may be mutually amended or added in writing on one or more occasion by Customer and Contractor (collectively, the “**Agreement**”), and, by signing below through their duly authorized representatives, Contractor and Customer agree to be legally bound by the Agreement on the Effective Date (set forth above).

**AGREEMENT (included in Agreement at time of signing if box is checked )**

**GENERAL TERMS AND CONDITIONS AND EXHIBITS**

- General Terms and Conditions
- ADR Exhibit

**SERVICES EXHIBIT(S)**

- Non-Clinical Testing Services Exhibit
- Clinical Testing Services Exhibit
- Ascertain Forensics™ Testing Services Exhibit
- Products Exhibit

**ADDENDUM(S)**

- Customer Addendum

**Notice.** Any notices required or permitted under this Agreement shall be in writing, shall refer specifically to this Agreement, and shall be sent by recognized national or international overnight courier or registered or certified mail, postage prepaid, return receipt requested, or delivered by hand to the below addresses for the applicable recipient. Notices under this Agreement will be deemed to be duly given: (a) when delivered by hand; (b) two days after deposit with a recognized national or international courier; or (c) on the delivery date indicated in the return receipt for registered or certified mail. A Party may change its contact information immediately upon written notice to the other Party in the manner provided in this section.



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REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

**If to Contractor:**

Redwood Toxicology Laboratory,  
Inc.  
3650 Westwind Blvd.  
Santa Rosa, CA 95403  
Attn: Director, Government  
Services

**If to Customer:** To the address set forth  
above.

**With a copy to:**

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

Each Party has caused this Agreement to be executed by its duly authorized representative on the date set forth below.

**REDWOOD TOXICOLOGY  
LABORATORY, INC.**

**HERNANDO COUNTY BOARD OF  
COUNTY COMMISSIONERS**

Signature: DocuSigned by:  
*Mary Tardel*  
D43702611A514EC

Signature: *[Handwritten Signature]*

Printed Name: Mary Tardel

Printed Name: *John Allocco*

Title: Director, Government Services

Title: *Chairman*

Date: 7/24/2023

Date: *8/22/2023*

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY *[Signature]*  
County Attorney's Office

**Abbott****TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

**1. Services.** Contractor shall provide or arrange certain products (“**Products**”) and testing services (“**Services**”) for Customer described in the applicable Services Exhibit(s) checked on the Signature Page to this Agreement or later added by mutual written agreement of the Parties ordered on one or more occasion by Customer. Contractor is permitted to use Service Providers (defined below) to perform some or all of the Services under this Agreement. Contractor is permitted to modify or discontinue Products and Services if required under applicable Law (defined below) as determined by Contractor in its sole discretion. Additional terms and conditions governing the provision of Services are set forth in the applicable Services Exhibit(s).

**2. Fees.** Customer shall pay Contractor the fees set forth in the applicable Services Exhibit(s) as remuneration for the Products and Services (“**Fees**”). Customer shall pay all Contractor invoices in full no later than 30 days from the date of invoice. Any excise or other taxes applicable to accepted orders will be added to the invoice and are the sole responsibility of Customer. Customer shall pay all taxes, federal, state and local, which may be imposed upon the use of Products and Services supplied by Contractor hereunder. Customer shall reimburse Contractor for any such tax paid by Contractor. If Customer is tax exempt, Customer must provide a tax-exempt certification to Contractor before a sale. Customer shall provide Contractor and its designated representatives with all materials, documents, and other information reasonably requested by Contractor on one or more occasion(s) to enable Contractor to audit Customer’s use of the Products and Services for purposes of determining fees owed by Customer and Customer’s compliance with its other obligations hereunder.

**3. Term.** This Agreement is effective on the Effective Date, or the date the agreement is completely executed, whichever is later, and will continue until the Expiration Date.

**4. Termination.**

4.1. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of any of the following: (a) a material breach by the other Party of any provision of this Agreement that remains uncured 30 days following receipt of notice of such breach from the non-breaching Party; or (b) the other Party is dissolved, liquidated, put into receivership, makes an assignment for the benefit of creditors or files or suffers the filing of a petition in bankruptcy.

4.2. Either Party is permitted to terminate this Agreement without cause upon at least 30 days’ written notice to the other Party.

4.3. Termination or expiration of this Agreement shall not affect any rights or obligations which have accrued prior to the date of termination or expiration, as applicable, or any other rights or remedies provided at law or equity which either Party may otherwise have.

4.4 **Fiscal Non-Funding Clause:** If the State of Florida does not appropriate sufficient funds to sustain either any of the Problem Solving Courts or services for the remainder of this Agreement, the Customer shall immediately notify RTL in writing of such occurrence. The Customer’s performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirements of this Agreement. In the event Customer provides notice under this Section, both Customer and

**Abbott****TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

Contractor are each permitted to terminate the Agreement on the last date Customer will be able to pay for Products hereunder.

## 5. Intellectual Property.

5.1. The right, title, and interest to the Products and Services, including any trademarks and logos of Contractor and its Affiliates, and Intellectual Property Rights (defined below) of Contractor shall be the exclusive property of Contractor or its Affiliates or Third Parties from whom Contractor has secured the right to use the same. “**Intellectual Property Rights**” means all inventions, patents, patent applications, copyrights (including the right to use, reproduce, modify, distribute, publicly display, create derivative works from, and publicly perform the copyrighted work), trade secrets, trade dress, trademarks (including service mark, trade dress, trade names), rights of exploitation, authorship rights, rights of privacy, goodwill, trade identities, know-how, intellectual property, shop rights, moral rights, internet domain names, and other intangible proprietary or property rights, whether or not patentable, and any and all applications for, and extensions, divisions, and reissuances of, any of the foregoing, and rights therein, whether arising by statute or common law, existing now or in the future, in any state, country or other jurisdiction.

5.2. Subject to, and in accordance with, the terms and conditions of this Agreement, Contractor hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, and terminable license for the Term to use Contractor Intellectual Property Rights in the United States solely as determined by Contractor in its discretion for purposes of Customer’s use of the Products and Services. Notwithstanding the foregoing, nothing set forth in this Agreement shall be construed to grant to Customer any right, by license or otherwise, to use, reproduce, publish, display, or distribute Contractor’s or Contractor’s Affiliates’ trademarks, service marks, trade names, brand names, logos, taglines, slogans, certification marks, Internet domain names, trade dress, corporate names, business names, and any other indicia of origin (the “**Contractor Trademarks**”). Customer shall refrain from use of any Contractor Trademarks in any publication, press release, marketing or promotional materials, domain name, user name, hashtag, web site or otherwise without the prior written approval of Contractor, which may be granted or withheld at Contractor’s sole discretion. Contractor may from time to time grant to Customer the right to use all or certain of the Contractor Trademarks solely in connection with Customer’s use of the Products and Services. Customer agrees that it shall have no interest in or right to the use of such marks, except for any limited right of usage that Contractor may grant in writing pursuant to this Agreement. Any use by Customer of the Contractor Trademarks pursuant to this Agreement shall (i) inure to the benefit of Contractor or Contractor’s Affiliates, (ii) be in accordance with any written standards, specifications, and instructions provided by Contractor to Customer, as may be amended, modified, or replaced by Contractor from time to time, and (iii) be subject to inspection and monitoring by Contractor to ensure that such use is in accordance with all such written standards, specifications and instructions. Any license granted by Contractor hereunder shall terminate in accordance with the terms set forth in the applicable license grant.

5.3. All suggestions, enhancements, requests, feedback, recommendations, or other input provided by Customer relating to the Products and Services and/or Software Platform



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**TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

(defined below) shall be owned by Contractor. Contractor reserves all Intellectual Property Rights related to the Products and Services not otherwise expressly granted to Customer.

**6. Data.**

6.1. Customer acknowledges that data may be stored, shared with or accessed by affiliated entities or Third-Party service providers located in the Philippines or other locations outside of the United States.

6.2. Customer shall provide any and all necessary notices, collect any and all necessary consents, and otherwise legitimize, as required under applicable law, the collection, processing, and cross-border transfer of any data entered into a Software Platform or otherwise stored by, transmitted by, or processed by, Contractor or a Software Platform.

6.3. **Except as necessary to establish and maintain Software Platform access but notwithstanding any fields or prompts requesting entry of Personal Information regarding Participants (defined below), Customer will not input into the Software Platform or otherwise provide to Contractor any data that relates to or identifies a natural person or that otherwise meets the definition of “personal data,” “personally identifiable information,” “personal information,” or similar under applicable law (collectively, “Personal Information”). Customer will ensure that each specimen provided to Contractor is accompanied by a unique identifier that does not include any Personal Information. Contractor may reject any specimen or other materials or documents that include or are accompanied by Personal Information. If a Software Platform includes fields or prompts requesting Personal Information, Customer will refer to guidance from Contractor on appropriate entries that do not include Personal Information.**

6.4. Notwithstanding anything to the contrary contained herein, to the extent permitted by Law, Contractor reserves the right to use Aggregate Data (defined below) for any lawful purpose, but in no event shall Contractor use such data in a manner that identifies Participant (defined below) or Customer.

**7. Software Platform.** Subject to the terms of this Agreement, during the Term, Contractor grants Customer a limited, revocable, non-perpetual, personal, nonexclusive, nontransferable, non-sublicensable, non-assignable right to access any relevant Software Platform(s) solely to the extent necessary to use or receive the Services.

7.1. Customer shall be responsible for any integration work on Customer’s network to integrate and implement the Software Platform(s) and Services into Customer’s network and operations and shall be responsible for the cost of any such work.

7.2. Customer agrees to use the Software Platforms and Services solely in accordance with the terms of this Agreement and the Software Terms (defined below) for its own use and not for resale, sublicensing, promotional, or other use.

7.3. The Software Platform(s) are owned by Contractor, its Affiliates or their respective licensors and are protected by copyright laws of the United States, by laws of other nations, and by international copyright treaties. The Software Platform(s) are licensed in accordance with

**Abbott****TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

the terms of this Agreement, and not sold. The use of the Software Platform(s) in any way, including the removal or alteration of advertising, except as may be expressly permitted under the limited grant of rights hereunder, is strictly prohibited.

7.4. Customer shall not copy, modify, or adapt the object code or other code of the Software Platform(s), or reverse engineer, disassemble, decompile, reverse assemble, modify, or attempt to discover any source code of the Software Platform(s). Each Software Platform is provided as a single product and may contain or rely on components that are owned by Third Parties and have been licensed to Contractor for distribution within the Software Platform. Customer shall not separate the Software Platform's component parts for use, nor use any Third Party components in any way whatsoever other than through Customer's authorized use of the Software Platform as a single integrated application.

7.5. Customer shall not, without the express written consent of Contractor, modify, delete, or otherwise alter Software Platform functions, tools, devices, agents, scripts, robots or other means, devices, mechanisms, watermarks, digital marks, fingerprints, or processes (including robots, avatars, or intelligent agents) associated with the functioning of a Software Platform.

7.6. If Customer creates a user account to access a Software Platform, Contractor disclaims responsibility for all activities of any user that occur under such user account and password, if any. Any such user must be a representative, and Customer agrees that it will not sell, transfer, loan or assign their user accounts or cause or permit any other person to use such user account other than Customer or a Customer representative. Customer is solely responsible for any and all use under such user account.

7.7. Customer's use of the ToxAccess Software Platform shall also be subject to the additional terms and conditions set forth in the ToxAccess Terms and Conditions (the "**ToxAccess Terms**"), available at <https://toxaccess.redwoodtoxicology.com/Pages/Public/TermsandConditions.aspx>, as such ToxAccess Terms may be modified from time to time. Customer's use of ToxAccess and any other Software Platforms will also be subject to any additional software terms and conditions made available to Customer by Contractor from time to time (any such terms, collectively with the ToxAccess Terms, the "**Software Terms**"). In the event of any conflict between this Agreement and the Software Terms, this Agreement shall control.

7.8. Customer acknowledges and agrees that all restrictions, terms, and conditions set forth in this Agreement and the Software Terms as to the Services and Software Platform(s) (and use thereof) shall apply to Customer's representatives and Participants to the same extent as such are applicable to Customer. Accordingly, Customer shall be liable for all acts and omissions of its representatives and Participants with respect to the Services and Software Platform(s) (and their use thereof) and/or their obligations herein. Customer shall cause its representatives to comply with the restrictions, terms, and conditions under this Agreement and the Software Terms to ensure their use is consistent with and not otherwise in violation of this Agreement.

7.9. In the event Contractor determines substantial data integration services are required to provide Services and integrate with one or more Customer software platforms, the

**Abbott****TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

Parties shall complete and execute a separate statement of work covering such services, and upon execution, such statement of work will become part of this Agreement.

**8. Representations, Warranties, and Covenants.**

8.1. Each Party represents, warrants and covenants to the other Party that (a) it has the legal power to enter into this Agreement, (b) it is an entity duly organized or formed and validly existing and in good standing under the laws of the state of its incorporation or formation, (c) it has the rights and authorizations necessary to perform its obligations and grant the rights set forth in this Agreement, (d) to the best of its knowledge, it does not have any outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof, (e) it is not an Excluded Provider (defined below), and (f) except as otherwise provided in the Clinical Testing Services Exhibit, it will not submit claims to, and will not otherwise seek reimbursement or payment from, Medicaid or Medicare for the Services or any portion thereof.

8.2. Customer represents, warrants, and covenants that (a) Customer understands and agrees Contractor is not providing advice or consulting services on (i) the use of test results, including any use of such information for clinical, administrative, employment, legal, forensic, criminal justice, or occupational health purposes, or (ii) the development or enforcement of any programs or policies of any kind for any purpose (“**Testing Programs**”); (b) Customer is not relying on any statements by Contractor or its Affiliates or any Service Providers in developing, establishing, or implementing any Testing Programs; (c) Customer is solely responsible for determining the appropriateness of Services for Customer’s intended use, including for use in any Testing Programs; (d) Customer’s use of the Services will be in compliance with all applicable laws, rules, regulations, statutes and other legal requirements of any relevant country, and the transfer of specimens and any other materials or information provided to Contractor, and testing of the specimens by Contractor, will not be in violation of any applicable laws, rules, regulations, statutes and other legal requirements of any relevant country; (e) Customer shall not make any representation, warranty and/or covenant to any Third Party, including Participants, concerning the Services that exceed the representations and/or warranties of Contractor under this Agreement; and (f) Customer has obtained all necessary consents with respect to any specimens provided to Contractor.

8.3. Contractor represents, warrants and covenants that (a) Services are and will be performed (1) in compliance with applicable Law; (2) in a competent, professional and workmanlike manner using reasonable care and diligence in accordance with accepted industry standards; (3) by persons and entities with the requisite qualifications, licenses, and expertise required to provide the Services, and (b) Products delivered to a carrier for shipment to Customer, or delivered directly to Customer, will for the stated shelf life of such Product: (1) materially conform to published specifications set forth in the applicable package insert(s) for such Product; (2) not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act; and (3) be of good quality and free from defects in materials and workmanship. If any Product or Service does not comply with the representations, warranties, and covenants set forth in this Section 8.3, as Customer’s sole and exclusive remedy, Contractor shall, at its discretion, correct or re-perform the applicable Service, or repair or replace the

**Abbott****TESTING SERVICES AGREEMENT - GENERAL TERMS AND CONDITIONS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

applicable Product, at no additional cost to Customer. Notwithstanding the foregoing, Contractor's representation, warranties, and covenants in this Section do not apply to any Software Platform.

8.4. **DISCLAIMERS AND LIMITATIONS OF LIABILITY.** Except as provided in Section 8.3, the Products, Services, and Software Platform(s) are provided on an "AS IS" basis and Contractor makes no express or implied warranties, representations, or endorsements whatsoever with regard to the Products, Services or Software Platform(s). Customer assumes all risk for the suitability and use of the Products, Services and Software Platform(s), and the consequences that flow therefrom, including determinations applied to Participants, and Customer's compliance with applicable Law relating to Customer's use of test data.

CONTRACTOR ON BEHALF OF ITSELF AND ITS AFFILIATES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PRODUCTS, SERVICES, AND SOFTWARE PLATFORM(S). FURTHER, CONTRACTOR ON BEHALF OF ITSELF AND ITS AFFILIATES, TO THE FULLEST EXTENT PERMITTED BY LAW, MAKES NO REPRESENTATION OR WARRANTY, ENDORSEMENT OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) THAT (A) THE SOFTWARE PLATFORM(S) WILL BE FREE FROM INTERRUPTION OR ERROR-FREE OR THAT SOFTWARE PROGRAM DEFECTS WILL ALWAYS BE CORRECTED, OR (B) CUSTOMER'S ACTIVITIES OR USE OF THE PRODUCTS, SERVICES, OR SOFTWARE PLATFORM(S) COMPLY WITH APPLICABLE LAW, OR THAT THE PRODUCTS, SERVICES, OR SOFTWARE PLATFORM(S) WILL SATISFY CUSTOMER'S OWN REQUIREMENTS AND OBJECTIVES. NO WARRANTY PROVIDED BY CONTRACTOR WILL APPLY TO ANY PRODUCT IF: (I) SUCH PRODUCT HAS BEEN MISUSED, ALTERED, DAMAGED, OR USED OTHER THAN IN ACCORDANCE WITH THE APPLICABLE PACKAGE INSERT (INCLUDING THE SUBSTITUTION OF ANY MATERIAL OR CONSUMABLE NOT AUTHORIZED BY CONTRACTOR) SO AS TO AFFECT ITS STABILITY OR RELIABILITY; OR (II) THE SERIAL OR LOT NUMBER OF ANY PRODUCT HAS BEEN ALTERED, DEFACED, OR REMOVED.

EXCEPT AS OTHERWISE SET FORTH BELOW WITH RESPECT TO DIRECT DAMAGES, IN NO EVENT SHALL CONTRACTOR AND ITS AFFILIATES (EACH A "**DISCLAIMING PARTY**", COLLECTIVELY, "**DISCLAIMING PARTIES**") BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S AFFILIATES FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, AND CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST BUSINESS, OR DAMAGES ARISING OUT OF THIS AGREEMENT, PRODUCTS, SERVICES, SOFTWARE PLATFORMS, OR THE USE OF OR INABILITY TO USE THE PRODUCTS, SERVICES, OR SOFTWARE PLATFORMS, WHETHER BASED ON WARRANTY, CONTRACT (INCLUDING CLAIMS FOR INDEMNIFICATION, CONTRIBUTION, OR SUBROGATION), TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY DISCLAIMING PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



**Abbott****TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

CUSTOMER'S SOLE REMEDIES UNDER THIS AGREEMENT WILL BE AS SET FORTH IN SECTION 8.3, AND TO SEEK DIRECT DAMAGES FROM CONTRACTOR. CUSTOMER HEREBY WAIVES ALL CLAIMS AGAINST EACH DISCLAIMING PARTY OTHER THAN CONTRACTOR TO THE FULLEST EXTENT PERMITTED BY LAW. CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS AND/OR LOSSES RELATED TO, RESULTING FROM OR IN CONNECTION WITH THE PRODUCTS, SERVICES, SOFTWARE PLATFORM, OR THIS AGREEMENT, INCLUDING ANY CLAIM FOR INDEMNIFICATION, SHALL NOT EXCEED THE TOTAL FEES PAID AND PAYABLE BY CUSTOMER TO CONTRACTOR FOR THE 12-MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM AND/OR LOSS.

IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMERS, EXCLUSION, OR LIMITATION OF DAMAGES TO THE EXTENT INDICATED ABOVE, DISCLAIMING PARTIES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SERVICES WOULD NOT BE PROVIDED TO CUSTOMER ABSENT SUCH LIMITATIONS.

**9. Indemnification.** Customer agrees to defend, indemnify, and hold Contractor and its parents, subsidiaries, affiliated and related companies, directors, officers, employees, agents (collectively, "**Contractor Indemnified Parties**") wholly harmless from and against any and all liabilities, losses, proceedings, actions, damages, claims (including claims for defense, indemnification, and/or to be held harmless asserted by any Third Party), or expenses of any kind (including costs and reasonable attorneys' fees) (collectively, "**Losses**") arising under or in connection with this Agreement related to or arising from Customer's (a) negligent, grossly negligent, reckless acts and omissions or willful misconduct; (b) breach of the Agreement, including breach of any Customer representation, warranty, covenant, or obligation hereunder; (c) violation of applicable laws, rules, regulations, statutes and other legal requirements; (d) use of the Services; or (e) representation, warranty or covenant to any Third Party, including Participants, in connection with the Products or Services that exceeds any Contractor representations, warranties and covenants to Customer herein.

**10. Confidential Information.** Each Party agrees to (a) protect the other Party's Confidential Information (defined below) with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care, and (b) not disclose the Confidential Information of the other Party, except to its officers, employees, Affiliates, agents and consultants with a need to know such information and who have a written obligation to protect the confidentiality of such Confidential Information. Confidential Information may only be used to exercise the rights and perform the services and obligations under this Agreement. Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information if and to the extent required by any discovery request, subpoena, court order or governmental action, as evidenced by advice of legal counsel, provided that such Party gives the other Party reasonable advance notice of the same (e.g., so as to afford the other Party a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such disclosure). The term "**Confidential Information**" means information of a Party that is

**Abbott****TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

not generally available to the public, whether of a technical, business, or other nature (including information relating to a Party's technology, products, or services), including the terms of this Agreement. Confidential Information does not include any information that: (x) is disclosed to the recipient without restriction by a Third Party (as hereinafter defined) and that Third Party has a legal right to make such disclosure; (y) is independently developed by the recipient without reliance upon or use of any of the disclosing Party's Confidential Information; or (z) is or become part of the public domain through no fault of the recipient.

**11. Insurance.**

- 11.1. Each Party shall, at its own cost and expense, procure and keep in full force and effect for the Term: (a) commercial general liability insurance, including products liability and contractual liability, covering liability resulting from bodily injury, property damage, personal injury, and advertising injury; this insurance shall have a minimum limit of \$2,000,000 per occurrence and \$2,000,000 in the aggregate; (b) professional/errors and omissions liability insurance with a minimum of \$2,000,000 per claim and \$2,000,000 in the aggregate, covering all acts, errors, and omissions; (c) Workers Compensation as required by applicable state statute with employer liability insurance with a minimum limit of \$1,000,000 per occurrence; and (d) Automobile Liability insurance covering any owned, non-owned, and hired autos used to perform the scope of services with a minimum limit of \$1,000,000 per occurrence.
- 11.2. The above required insurance shall be insured through licensed insurers authorized to do business and on policy forms approved for use in the jurisdiction of the Agreement and have a minimum A.M. Best financial rating (or equivalent rating agency outside the U.S. if a carrier is not rated by A.M. Best) of "A," size "IX." Unless otherwise stated, the required coverage shall (a) contain a waiver of rights of subrogation against the other Party, including the other Party's parent company(s), employees, officers, directors, and affiliates, and (b) with respect to the commercial general liability, workers compensation with employer liability and automobile liability insurances referenced in Section 11.1 above, include the other Party, the other Party's parent companies, employees, officers, directors, and affiliates as additional insureds; and (c) with respect to the commercial general liability, workers compensation with employer liability and automobile liability insurances referenced in Section 11.1 above be primary and non-contributory to any other insurance available to an additional insured as required herein.
- 11.3. Each Party shall furnish the other a certificate of insurance signed by an authorized representative of the other Party's insurer(s) on request. In the event of any notice or action to cancel, non-renew, or materially change the above required insurance, the impacted Party shall provide the other 30 days advance notice of such change. The acceptance by either Party of certificates of insurance providing for other or different coverage than herein required to be furnished, shall in no event be deemed to be a waiver of any provisions of this Agreement. Furthermore, the minimum limits of liability or conditions required in this paragraph do not in any way limit any indemnity obligation or other liability of the Parties under this Agreement.



**Abbott**

**TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

11.4. Notwithstanding any requirement or provision of this Agreement to the contrary, Contractor may satisfy and discharge its obligations to procure or maintain insurance by maintaining self-insurance or a self-funded plan.

**12. Governing Law; Jurisdiction; ADR.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., excluding choice of law provisions. Except as provided in this section of the General Terms and Conditions, for any legal action relating to this Agreement, the Parties consent to the exclusive jurisdiction and venue of the federal courts of the Northern District of Illinois and, if there is no jurisdiction in federal court, to the exclusive jurisdiction and venue of the state courts in Lake County, Notwithstanding the foregoing, any issue or dispute shall be discussed in good faith by the Parties, and the Parties shall attempt to resolve such issue or dispute between themselves; however, if any controversy or claim arising out of, or relating to, this Agreement or the breach thereof cannot be resolved by the Parties within 14 days of one Party notifying the other Party of such controversy or claim, it shall be settled by Alternative Dispute Resolution (“ADR”) as set forth in the **ADR Exhibit**.

**13. Independent Contractor.** All work performed by Contractor in connection with the Services described in this Agreement shall be performed by Contractor as an independent contractor of Customer. Nothing contained herein shall be construed as creating a partnership, joint venture or agency relationship between the Parties.

**14. Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than the payment of money) due to causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, interruption of transportation, inability to obtain supplies at reasonable prices or terms, shortage of raw materials, labor disputes, epidemics, other acts of God, accidents, embargoes, war, riots, terrorist acts and any act or order of any government or governmental agency.

**15. Survival.** All rights and obligations of the Parties that are intended to survive expiration or earlier termination of this Agreement shall survive such expiration or termination, including Sections 5 (Intellectual Property), 8 (Representations, Warranties, and Covenants), 9 (Indemnification), 10 (Confidential Information), and 12 (Governing Law; Jurisdiction; ADR). Any other provisions of this Agreement contemplated by their terms to pertain to a period of time following expiration or termination of this Agreement shall survive for such period.

**16. Assignment.** Customer shall not assign any rights, obligations or liabilities hereunder without the prior written consent of Contractor. Any such attempt by Customer to assign this Agreement shall be null and void and of no effect against Contractor.

**17. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Each Party acknowledges that an original signature, electronically applied signature of a legible copy of either transmitted electronically in a portable document format (“PDF”) shall constitute an original signature for purposes of this Agreement.

**Abbott****TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

**18. Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall, confer upon any Third Party any right, benefit, or remedy of any nature whatsoever under, or by reason of, this Agreement.

**19. Modification.** This Agreement may not be modified except in writing signed by authorized representatives of both Parties.

**20. Waiver.** No course of dealing between the Parties or any delay on the part of either Party in exercising any rights they may have under this Agreement shall operate as a waiver of any of the rights of the other Party. No express waiver shall affect any condition, covenant, rule, regulation, right or remedy other than the one specified in such waiver and only for the time and in the manner specifically stated.

**21. Electronic Signature.** Contractor and Customer agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such party to this Agreement. The Parties agree that any electronically signed document (including this Agreement) shall be deemed (a) to be “written” or “in writing,” (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of facsimile or sent via the internet as a PDF or other replicating image attached to an e-mail message; and “electronically signed document” means a documented transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

**22. Entire Agreement.** This instrument, together with any applicable Software Terms, is intended by the Parties as a final expression of their agreement regarding the Services herein and as a complete statement of the terms thereof, and shall supersede all previous understandings and agreements regarding the subject matter herein. The Parties shall not be bound by any representation, promise, or inducement made by either Party or agent of either Party that is not set forth in this Agreement. If the terms or conditions contained in any exhibit or attachment to this Agreement or any document incorporated by reference is in conflict with the terms and conditions set forth in the Terms and Conditions of this Agreement, the terms and conditions in this Agreement shall control.

**23. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal, it shall be severed, and the remainder of the Agreement shall remain in full force and effect

**24. Interpretation.** The headings of the Sections of, and any Exhibits and Addenda to, this Agreement have been added for the convenience of the Parties and shall not be deemed a part hereof. Words in the singular shall be deemed to include the plural and vice versa, and words of one gender shall be deemed to include the other gender, as the context requires. The terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, Exhibit and Addenda references are to the Sections, Exhibits and Addenda to this Agreement, unless otherwise specified. Unless otherwise stated, all references to any agreement shall be deemed to include any and all Exhibits/Schedules/Annexes/Addenda

**Abbott****TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

to such agreement. The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. Unless otherwise specified in a particular case, the word “days” refers to calendar days. References herein to this Agreement shall be deemed to refer to this Agreement as of its Effective Date and as it may be amended thereafter, unless otherwise specified. References to the performance, discharge, or fulfillment of any liability or obligation in accordance with its terms shall have meaning only to the extent such liability or obligation has terms; if the liability or obligation does not have terms, the reference shall mean performance, discharge, or fulfillment of such liability or obligation.

**25. Certain Definitions.** In addition to the terms in initial capitalized letters defined elsewhere in this Agreement, the following terms have the meanings set forth below:

- 25.1. “**Affiliates**” means any entity that directly or indirectly controls, is controlled by or is under common control with an entity.
- 25.2. “**Aggregate Data**” means any data provided by or on behalf of Participant to Contractor in connection with the Agreement that does not include any individual Participant’s personally identifiable information.
- 25.3. “**Excluded Provider**” means a person or entity that either has been convicted of a crime related to health care or, is currently listed by a federal agency as debarred, excluded or otherwise ineligible for federally-funded programs (including Medicare and Medicaid).
- 25.4. “**Laws**” means all United States federal, state, and local laws, statutes, and regulations.
- 25.5. “**Participant**” means an individual whose sample Contractor is instructed to test by Customer for purposes of Contractor providing Services to Customer under this Agreement.
- 25.6. “**Party**” means each of Contractor and Customer.
- 25.7. “**Service Provider**” means any Third Party service provider engaged by Contractor to provide the Services, including providers of laboratory services, sample collection and sample shipment services, and their respective staffs, agents and designees.
- 25.8. “**Software Platform**” means the software platforms (including any application program interface(s)) to which Contractor provides access to Customer and Participants under this Agreement in order for Customer to use or receive the Services, including DrugTestCheck.com, ToxAccess and custom solutions and interfaces.
- 25.9. “**Third Party**” means any person or party other than either or both Parties and/or their Affiliates.

**[END OF GENERAL TERMS AND CONDITIONS]**



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**TESTING SERVICES AGREEMENT – ADR EXHIBITS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

If a dispute arises between the Parties regarding this Agreement, the Parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each Party. If such negotiation does not resolve the matter within 28 days after notice of the dispute is given, the matter will be resolved by the following alternative dispute resolution ("ADR") procedure.

To begin an ADR proceeding, a Party shall provide written notice to the other Party of the issues to be resolved by ADR. Within 14 days after its receipt of notice of ADR, the other Party may, by written notice, add additional issues to be resolved. Within 21 days following receipt of the original ADR notice, the Parties shall select a mutually acceptable independent, impartial, and conflicts-free neutral to preside over the proceeding. If the Parties are unable to agree on a mutually acceptable neutral within such period, each Party will select one independent, impartial, and conflicts-free neutral and those two neutrals will select a third independent, impartial, and conflicts-free neutral within ten days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either Party or its Affiliates. The Parties shall convene in a location mutually agreed upon to conduct a hearing before the neutral no later than 56 days after selection of the neutral (unless otherwise agreed upon by the Parties).

The ADR Process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each Party is relying, proposed rulings and remedies on each issue, and a brief in support of each Party's proposed rulings and remedies not to exceed twenty (20) pages. The pre-hearing exchange must be completed no later than ten days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

The hearing shall be conducted on two consecutive days, with each Party entitled to five hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its entirety the proposed ruling and remedy of one of the Parties on each disputed issue but may adopt one Party's proposed rulings and remedies on some issues and the other Party's proposed rulings and remedies on other issues. The neutral shall rule within 14 days of the hearing, shall not issue any written opinion, and shall not refer any portion of the dispute to mediation without the Parties prior, written consent. The rulings of the neutral shall be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing Party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

- (a) If the neutral(s) rule(s) in favor of one Party on all disputed issues in the ADR, the losing Party shall pay 100% of such fees and expenses.



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**TESTING SERVICES AGREEMENT – ADR EXHIBITS**

REDWOOD TOXICOLOGY LABORATORY, INC., 3650 WESTWIND BLVD., SANTA ROSA, CA 95403

(b) If the neutral(s) rule(s) in favor of one Party on some issues and the other Party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the Parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the Party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

**[END OF ADR EXHIBIT]**



Attachment 2  
Pricing Schedule  
Hernando County Drug Court

### URINE LABORATORY SERVICES

#### Urine Lab Tests - Standard Drugs - Screen Only

**Standard drugs include :** Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Buprenorphine\*, Cocaine, Carisoprodol, Ecstasy (MDMA), Ethyl Glucuronide (EtG), Fentanyl\*, Heroin (6-MAM), Marijuana (THC), Meperidine\*, Methadone, Opiates, Oxycodone, PCP, Propoxyphene, Tramadol. May substitute drug with adulteration test such as Creatinine, pH, or Specific Gravity at no additional cost. Creatinine is automatically included as a drug on every urine panel. Drugs marked with an asterisk (\*) cost more to confirm than standard drugs.

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
M48	11	Urine 11 Panel AMP,BUP,BZO,COC,CR,ETG,FEN,MTD,OPI,OXY,THC - Screen + Auto Confirm of Positives	\$11.98
Various	1	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	\$15.50
5292	1	Buprenorphine Urine Lab Confirmation	\$20.50
5504	1	Fentanyl Urine Lab Confirmation	\$25.00

#### Urine Lab Tests - Specialty Drugs

Specialty lab tests may be ordered in addition to a standard panel or as stand-alone tests. Please visit [www.redwoodtoxicology.com](http://www.redwoodtoxicology.com) or contact us at (800) 255-2159 for more information about our specialty tests and panels.

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
5960	1	Kratom Urine Confirmation	\$32.00
5483	1	Tianeptine - Urine Screen with Confirmation	\$40.00

#### Urine Lab Tests - Specialty Panels

**Standard drugs include :** Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Buprenorphine\*, Cocaine, Carisoprodol, Ecstasy (MDMA), Ethyl Glucuronide (EtG), Fentanyl\*, Heroin (6-MAM), Marijuana (THC), Meperidine\*, Methadone, Opiates, Oxycodone, PCP, Propoxyphene, Tramadol. Creatinine is automatically included as a drug on every urine panel. Drugs marked with an asterisk (\*) cost more to confirm than standard drugs.

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
8474	37	Synthetic Marijuana (K2/Spice) Urine Test - Premium Panel	\$35.00

### ORAL FLUID LABORATORY SERVICES

#### Oral Fluid Lab Tests - Standard Drugs

**Standard drugs include :** Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Buprenorphine\*, Cocaine, Carisoprodol, Ecstasy (MDMA), Ethyl Glucuronide (EtG), Fentanyl\*, Heroin (6-MAM), Marijuana (THC), Meperidine\*, Methadone, Opiates, Oxycodone, PCP, Propoxyphene, Tramadol. Creatinine is automatically included as a drug on every urine panel. Drugs marked with an asterisk (\*) cost more to confirm than standard drugs.

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
2101001	N/A	Quantisal Oral Fluid Collection Device - purchase required prior to testing	\$2.49
9771	11	Oral Fluid 11 Panel ALC,AMP,BAR,BUP,BZO,COC,FEN,MTD,OPI,OXY,THC - Screen + Auto Confirm of Positives	\$16.50

\*\*Bundled test panels (i.e. screen with automatic confirmation at no additional cost if positive) are available on a case-by-case basis for non-clinical testing purposes only and will be negotiated upon request using percent positivity rates and volumes.





Attachment 2  
Pricing Schedule  
Hernando County Drug Court

**LABORATORY SUPPLEMENTARY SERVICES**

Problematic Specimen and Additional Service Charges

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$10.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	\$100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$10.00
STAT	STAT Testing (Priority)	\$150.00
FEDEX	Short Shipment - Less than Five (5) Specimens Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service.	\$25.00

Court Support - Expert Witness Services (RTL)

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
AFFD	Affidavits	\$125.00
INTP	Letter of Interpretation	\$125.00
CORT	Telephonic or Webinar Court Testimony, including preparation and travel time	\$300 per hour
	In-Person Court Testimony	\$800 per day + travel
	Expert Witness Prep Time	\$150 per hour
LPCK	Litigation Package	\$150.00

**COLLECTION & SHIPPING SUPPLIES**

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

- Urine specimen collection containers: wide-mouth beaker with 45mL flip-top vial or 90mL bottles with lids and built-in temperature strips.
- Specimen baggies with absorbent material
- Preprinted chain of custody forms/labels & security seals
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes.

**Lab Supply Shipping and Handling:** Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Shipping Point.

**CUSTOMER ADDENDUM**

**E-VERIFY REQUIREMENT**

- a. The Contractor shall utilize the United States Department of Homeland Security's (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees hired during the term of the Contract/Agreement for which the Contractor / Recipient is providing services to the Circuit/Court.
- b. The Contractor shall also include a requirement in all subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor after January 1, 2021, and during the term of the Contract/Agreement for which the Contractor is providing services to the Circuit/Court.
- c. Prior to allowing any subcontractor to provide any services contemplated under this Contract/Agreement, the Contractor shall provide to the Circuit's/Court's Contract/Grant Manager with a copy of the subcontractor's DHS E-Verify registration, along with an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.
- d. After the execution of the initial Contract/Agreement, the Contractor shall provide the Circuit with both the DHS E-Verify registration and corresponding affidavit for all subcontractors performing services under this Contract/Agreement, on an annual basis thereafter.
- e. If the Contractor is unable to register to utilize the United States Department of Homeland Security's (DHS) E-Verify system because they are a sole proprietor with no employees, then the Contractor must complete a registration waiver affidavit certifying the reason for non-registration which must be submitted for approval along with the required signed contractual documents.
- f. After the execution of the initial Contract/Agreement, the Contractor shall provide the Circuit/Court with both the DHS E-Verify registration or registration waiver affidavit and corresponding affidavits for all subcontractors performing services under this Contract/Agreement, on an annual basis thereafter.
- g. Violation of the provisions in this paragraph by the Contractor shall constitute grounds for immediate termination of the contract by the Circuit/Court pursuant to section 448.095(2)(c), Florida Statutes.
- h. Pursuant to section 448.095(2)(f), Florida Statutes, the Contractor is liable for any additional costs incurred by the Circuit/Court as a result of the termination of this Contract/Agreement for a violation of the provisions contained in this paragraph.

**SUPPLEMENTARY CONDITIONS FOR FEDERAL REQUIREMENTS  
FOR PROFESSIONAL SERVICES**

1. **TERMINATION FOR CAUSE AND CONVENIENCE** 2 CFR § 200.339, 2CFR.200, Appendix II (B)  
For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

**1.1. Termination for Convenience (General Provision)**

Hernando County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Hernando County's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hernando County to be paid the Contractor. If the Contractor has any property in its possession belonging to Hernando County, the Contractor will account for the same, and dispose of it in the manner Hernando County directs.

**1.2. Termination for Default [Breach or Cause] (General Provision)**

1.2.1.If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Hernando County may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

1.2.2.If it is later determined by Hernando County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Hernando County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**1.3. Opportunity to Cure (General Provision)**

1.3.1.Hernando County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 14 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

1.3.2.If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**1.4. Waiver of Remedies for any Breach**

In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Hernando County shall not limit Hernando County's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

## **2. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- 2.1. Stafford Act Disaster Grants If the award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements).
- 2.2. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## **3. DEBARMENT AND SUSPENSION**

- 3.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 3.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3.3. This certification is a material representation of fact relied upon by prospective contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 3.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **4. ACCESS TO RECORDS 2 CFR 200.337**

- 4.1. **Records of non-Federal entities.** The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

- 4.2. **Extraordinary and rare circumstances.** Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- 4.3. **Expiration of right of access.** The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

**5. RESTRICTIONS ON PUBLIC ACCESS TO RECORDS 2 CFR 200.338**

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under § 200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a federal agency generally will be subject to FOIA and applicable exemptions.

**6. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31**

- 7.1. The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.
- 7.2. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Department of Treasury assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- 7.3. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by Department of Treasury under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- 7.4. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by Department of Treasury. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**8. RECORDS RETENTION 2 C.F.R. § 200.337**

- 8.1. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- 8.2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.337. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exemptions related thereto.

**9. PROTECTIONS FOR WHISTLEBLOWERS 41 U.S.C. § 4712**

- 9.1. Prohibition of Reprisals.-
  - 9.1.1. In general.-An employee of a contractor, subcontractor, grantee, subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
  - 9.1.2. Persons and bodies covered.-The persons and bodies described in this paragraph are the persons and bodies as follows:
    - 9.1.2.1. A Member of Congress or a representative of a committee of Congress.
    - 9.1.2.2. An Inspector General.
    - 9.1.2.3. The Government Accountability Office.
    - 9.1.2.4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
    - 9.1.2.5. An authorized official of the Department of Justice or other law enforcement agency.
    - 9.1.2.6. A court or grand jury.
    - 9.1.2.7. A management official or other employee of the contractor, subcontractor, grantee, subgrantee, or personal services contractor who has the responsibility to investigate, discover, or address misconduct.

## 10. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The Contractor is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards contain these nondiscrimination requirements.

### 10.1. Statutory Provisions 22 C.F.R. Chapter II Part 209

- 10.1.1. The purpose of this part is to effectuate the provisions of title VI of the Civil Rights Act of 1964 to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance pursuant to any authority held or delegated by the Administrator of the Agency for International Development;
- 10.1.2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance;
- 10.1.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- 10.1.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- 10.1.5. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public. The purpose of the law is to make sure that people with disabilities have the same rights and opportunities as everyone else. The ADA gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications. The ADA is divided into five titles (or sections) that relate to different areas of public life.

10.2. Any other applicable non-discrimination law(s).

## 11. PROCUREMENT OF RECOVERED MATERIALS

- 11.1. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11.2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above terms and conditions.

DocuSigned by:  
  
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Authorized Signature \_\_\_\_\_ Date 7/14/2023

Mary Tardel, Director, Government Services  
\_\_\_\_\_  
Name (Printed)