

**Abbott****TESTING SERVICES AGREEMENT**

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

Customer Name Hernando County Board of County Commissioners
 Customer Legal Entity Same as Above
 Providing Services To Fifth Judicial Circuit Court
 Address 20 Main Street
 City, State, ZIP Brooksville, FL 34601
 Effective Date: August 12, 2025
 Expiration Date: August 11, 2028

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
- ☒ Products Exhibit

CUSTOMER EXHIBITS

- ☒ Customer Exhibit A - Anti-Human Trafficking Affidavit
- ☒ Customer Exhibit B - Foreign Countries of Concern

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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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.**

Signature:

DocuSigned by:

Mary Tardel

D43702611A5146C...

Printed Name: Mary Tardel

Title: General Manager

Date: September 2, 2025 | 11:16:43 AM CDT

**HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS**

Signature:

A blue ink signature of Brian Hawkins, written in a cursive style.

Printed Name: Brian Hawkins

Title: Chairman

Date:

9-23-2025



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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 correct 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. **Renewal Option (Unilateral):** At the sole option of the Customer, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Agreement may be unilaterally renewed, for two (2) additional one (1) year periods at the same prices, terms, and conditions. The Customer alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The Customer will notify the Contractor in writing no later than thirty (30) days prior to expiration of its decision to exercise this Agreement renewal option and/or options.

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



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funds to sustain either any of the Problem Solving Courts or services for the remainder of this Agreement, the Customer shall immediately notify Contractor 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 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



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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 (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.



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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 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 or the ToxAccess 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



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required to provide Services and integrate with one or more Customer software platforms, the 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 and (e) it is not an Excluded Provider (defined below).

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


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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.



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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. To the extent permitted by Florida law, 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, use of the Services; or (b) 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 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.



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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 becomes part of the public domain through no fault of the recipient.

11. Maintenance of Records.

11.1. The Vendor/Contractor will keep adequate records and supporting documents directly related to this Agreement. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of final payment on this contract. Upon advanced written request and Contractor's approval, the Customer and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the Customer deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. Pursuant to Section 119.0701, Florida Statutes, Contractor shall comply with the Florida Public Records' laws and shall:

- Keep and maintain records that ordinarily and necessarily would be required by the Customer in order to perform the service.
- Provide the public with access to public records on the same terms and conditions that the Customer would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- Meet all requirements for retaining public records and transfer, at no cost, to the Customer all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Customer.
- Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

Per Florida Statute 20.055(5), it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

12. E-Verify.

12.1. Contractor is advised that the Customer has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the Customer will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized



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workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Contractor represents and warrants (a) that the Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Contractor employees are legally eligible to work in the United States, and (c) that the Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

12.2. A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the Customer's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the Customer.

12.3. Legitimate claims of the Contractor's use of unauthorized workers must be reported to both of the following agencies:

- The Customer's Procurement Department at (352) 754-4020: and
- Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE

12.4. In the event it is discovered that the Contractor's employees are not legally eligible to work in the United States, the Customer may, in its sole discretion, demand that the Contractor cure this deficiency within a specified time frame, and/or immediately terminate this Agreement without any cost or penalty to the Customer, and/or debar the Contractor from bidding on all of Customer's contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

12.5. Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

- Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- Use the Social Security Number verification service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.
- Establish a written hiring and employment eligibility verification policy.
- Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
- Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
- Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.



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- Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE best practices contained in this article and, when practicable, incorporate the verification requirements in subcontractor agreements.
 - Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
 - Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
 - Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
 - Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.
- 13. Anti-Human Trafficking.** Please see attached Customer Exhibit A – Anti-Human Trafficking Affidavit.
- 14. Foreign Countries of Concern.** Please see attached Customer Exhibit B – Foreign Countries of Concern.
- 15. Insurance.**
- 15.1. 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.
- 15.2. 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



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TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS

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

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.

- 15.3. 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. 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.

16. Governing Law; Jurisdiction; ADR. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A., including 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 Middle District of Florida and, if there is no jurisdiction in federal court, to the exclusive jurisdiction and venue of the state courts in Hernando 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**.

17. 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.

18. 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.

19. 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



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

time following expiration or termination of this Agreement shall survive for such period.

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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



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TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS

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

28. 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 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.

29. 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:

- 29.1. **“Affiliates”** means any entity that directly or indirectly controls, is controlled by or is under common control with an entity.
- 29.2. **“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.
- 29.3. **“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).
- 29.4. **“Laws”** means all United States federal, state, and local laws, statutes, and regulations.
- 29.5. **“Participant”** means an individual whose sample Contractor is instructed to test by Customer for purposes of Contractor providing Services to Customer under this Agreement.
- 29.6. **“Party”** means each of Contractor and Customer.
- 29.7. **“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.
- 29.8. **“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.



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TESTING SERVICES AGREEMENT – GENERAL TERMS AND CONDITIONS

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- 29.9. **“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 in Florida 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 neutral shall rule within 14 days of the hearing, 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. Each party shall be responsible for its own attorney fees, court costs and suit expenses. The neutral(s) shall be paid a reasonable fee plus expenses, which expenses shall be paid by the parties in equal portion thereof.

[END OF ADR EXHIBIT]



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NON-CLINICAL TESTING SERVICES EXHIBIT

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

DEFINITIONS

- **Non-Clinical Testing Services:** Testing originating from or performed in a setting that is not clinical, and in which the results of such testing are used to monitor compliance or detect non-compliance to a policy, regulations, or standard (e.g. court system, Dept. of Child and Family Services, etc.).

NON-CLINICAL TESTING SERVICES:

Contractor shall provide certain services for Customer seeking to perform drug testing services as part of such Customer's substance abuse testing program. Specifically, Contractor shall provide or arrange the following services (collectively, "**Non-Clinical Testing Services**") as requested by Customer:

- Provide screening and confirmation services for alcohol and drugs of abuse in urine and/or oral fluids. Drugs available for testing to Customer are provided in **Attachment 1** of this Exhibit. Specimen screen and confirmation methodologies and cut-off levels vary by drug or metabolite and are subject to change at Contractor's discretion. The most current screening and confirmation methodologies and cut-off levels by drug, metabolite and/or panel are provided on Contractor's website. Costs for services performed, shipping, and supplemental fees are provided in **Attachment 2** of this Exhibit.
- Provide all urine and oral fluid collection and shipping supplies. All items shipped FOB Destination and costs associated with outbound supplies and inbound specimens are provided in **Attachment 2** of this Exhibit. Supplies to include:
 - Electronic Test Requisition forms
 - Specimen collection bottles and/or swabs
 - Security seals
 - Pre-paid shipping labels or containers
- Provide electronic test requisition and reporting of laboratory results through our proprietary webpage at <https://toxaccess.redwoodtoxicology.com> at no additional cost.
- Provide drug test results as follows:

Turnaround time for results varies by test and method. Timely receipt of the specimen at the lab may be impacted by weather, federal holidays, or postal/courier service delays. Turnaround time may be delayed if Contractor is in receipt of a specimen that shows signs of tampering, does not have a label affixed to the specimen container, is mislabeled, or has illegible writing on the chain of custody or label. All results will be reported out to authorized Customer personnel. **Customer is responsible for utilizing the appropriate test requisition for and providing all necessary donor information. Failure to do so, may result in specimen testing delays or specimen destruction. Below is an approximation of Contractor's turnaround times:*



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NON-CLINICAL TESTING SERVICES EXHIBIT

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

URINE DRUG TESTING

- Negative results for standard screen tests (non-esoteric) are available within twelve (12) to twenty-four (24) hours after receipt of specimen(s) at Contractor during normal business hours.
- Confirmed positive results of standard tests requiring gas chromatography mass spectrometry ("GC-MS"), liquid chromatography with tandem mass spectrometry ("LC-MS/MS") or gas chromatography with flame ionization detection ("GC-FID") will be reported within forty-eight (48) to ninety-six (96) hours from the time of receipt of specimen(s) at Contractor's facility, or after receiving request for GC-MS, LC-MS/MS, or GC-FID confirmation.
- Confirmed positive results of esoteric tests requiring gas chromatography mass spectrometry ("GC-MS"), liquid chromatography with tandem mass spectrometry ("LC-MS/MS") or gas chromatography with flame ionization detection ("GC-FID") will be reported within forty-eight (48) to one-hundred twenty (120) hours from the time of receipt of specimen(s) at Contractor's facility, or after receiving request for GC-MS, LC-MS/MS, or GC-FID confirmation.
- When Customer requests a retest or a confirmation on a screened positive to a specimen in storage, turnaround time can take up to seven (7) days.
- When the laboratory determines that retesting is required, additional time may be necessary.

ORAL FLUID DRUG TESTING

- Negative results for oral fluid drug screens are available within forty-eight (48) to ninety-six (96) hours after receipt of specimen(s) at Contractor during normal business hours.
- Confirmed results by GC-MS, LC-MS/MS will be reported within seventy-two (72) to ninety-six (96) hours after receiving request for GC-MS or LC-MS/MS confirmation.
- Confirmed positive results or esoteric testing requiring gas chromatography mass spectrometry ("GC-MS"), liquid chromatography with tandem mass spectrometry ("LC-MS/MS") or gas chromatography with flame ionization detection ("GC-FID") will be reported within forty-eight (48) to ninety-six (96) hours from the time of receipt of specimen(s) at RTL's facility, or after receiving request for GC-MS, LC-MS/MS, or GC-FID confirmation. In some cases, where retesting is required, additional time may be necessary.
- When Customer requests a retest or a confirmation on a screened positive to a specimen in storage, turnaround time can take up to seven (7) days.
- When the laboratory determines that retesting is required, additional time may be necessary.



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NON-CLINICAL TESTING SERVICES EXHIBIT

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

- Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes, drugs/metabolites within a targeted panel (i.e. synthetic cannabinoids or steroids) and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.
- Retain positive specimens for one (1) month.
- Provide litigation packets and court representation/testimony at the prices outlined in **Attachment 2** of this Exhibit.

PRICE AND PROBLEM SPECIMENS

- **Price:** After the first anniversary of the contract Effective Date, at any time, Contractor is permitted to increase then-current pricing by no more than three percent (3%) per annum in its discretion effective thirty (30) days after Contractor provides written notice of such price increase to Customer.
 - Supplemental fees, including Insufficient Volume (QNS), Problem Specimens (PROB), Specimen Retrieval (PULL), Affidavits (AFFD), Interpretations (INTP), and Expert Witness Services, reference **Attachment 2**.
- **Specimen Integrity:** In order to maintain specimen integrity for testing, promptly ship specimens after collection. Oral fluid specimens should be tested within fourteen (14) days of collection, and urine specimens should be tested within twenty-one (21) days of collection. If an oral fluid specimen cannot be shipped within seven (7) days following collection to allow for transit time, it should be discarded and recollected. If a urine specimen cannot be shipped within fourteen (14) days following collection to allow for transit time, it should be discarded and recollected. Specimens may be shipped at room temperature.
- **Problem Specimens:** In order to maintain specimen integrity for testing, Customer is required to promptly contact the laboratory after receiving notification to help resolve specimen-related problems. Sample problems must be resolved no later than the 21st day after sample collection to allow testing time from screening to confirmation. All problem types not resolved by the 21st day of collection will be discarded and not tested. Examples of a problem specimen include: no test requested, no donor information, etc.
 - Any specimen received without a label will be discarded upon receipt. Clinical Laboratory Improvement Amendments (CLIA) requires at least one unique donor identifier on the specimen. When a label/seal has been properly affixed to the specimen, the laboratory is able to match the specimen to the test requisition and verify tests to be performed. Therefore, specimens received without a label cannot be verified and tested.


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NON-CLINICAL TESTING SERVICES EXHIBIT – ATTACHMENT 1

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

STANDARD AND NON-STANDARD DRUGS

Standard Drugs. The following is a list of standard (basic/non-esoteric) drugs available to the Customer:

Drug	Abbreviation	Drug	Abbreviation
Alcohol	ALC	Methaqualone	MTQ
Amphetamines	AMP	Opiates	OPI
Barbiturates	BAR	Oxycodone	OXY
Benzodiazepines	BZO	Phencyclidine	PCP
Buprenorphine	BUP	Propoxyphene	PPX
Cocaine	COC	Marijuana	THC
Ethyl Glucuronide	EtG	Tramadol	TRA
Ecstasy	MDMA	6-Monoacetylmorphine	6MAM
Meperidine	MEP	Creatinine	CR
Methadone	MTD	Specific Gravity	SG

Non-Standard Drugs. The following is a list of non-standard (esoteric) drugs available to the Customer:

Drug	Abbreviation	Drug	Abbreviation
Cotinine	COT	Mitragynine (Kratom)	MIT
Dextromethorphan	DXM	Nitrites	NIT
Fentanyl	FENT	Steroids	N/A
Gabapentin	GBP	Tianeptine	TIA
Lysergic Acid Diethylamide	LSD	Delta-8 THC	N/A



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PRODUCTS EXHIBIT

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

PRODUCTS AND SUBSTITUTIONS

Contractor shall provide certain on-site drug testing products for Customer seeking to perform drug testing services as part of such Customer's substance abuse testing program. Specifically, Contractor shall provide or arrange the following products as requested by Customer:

- Provide Products, as described in **Attachment 2** of this Exhibit.
- Contractor may substitute a generic (unbranded), or branded, Product of an identical, similar or larger configuration at the same price, when the requested device(s) are not available.
- Provide all urine and oral fluid collection and shipping supplies. All items shipped FOB Destination and costs associated with outbound supplies and inbound specimens are provided in Attachment 2 of this Exhibit. Supplies to include:
 - Electronic Test Requisition forms
 - Specimen collection containers
 - Security seals
 - Pre-paid shipping labels and containers

PRICE

- Price: After the first anniversary of the contract Effective Date, at any time, Contractor is permitted to increase then-current pricing by no more than three percent (3%) per annum in its discretion effective thirty (30) days after Contractor provides written notice of such price increase to Customer.
 - Supplemental fees, including Insufficient Volume (QNS), Problem Specimens (PROB), Specimen Retrieval (PULL), Affidavits (AFFD), Interpretations (INTP), and Expert Witness Services, reference **Attachment 2**.

PRODUCT RETURNS

- Any order rejected by the Customer on the basis that the product is defective, and confirmed defective by Contractor, may be returned to Contractor for full credit or replacement.
- Contractor will not accept returns on products for any reason other than for errors in shipment caused by Contractor.
- Any costs associated with the return of the Product due to Customer absence or inability to accept delivery will result in Customer being charged for product and shipping.
- All claims must be made within thirty (30) days from date of invoice.



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PRODUCTS EXHIBIT

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

PROBLEM SPECIMENS

- **Specimen Integrity:** In order to maintain specimen integrity for testing, promptly ship specimens after collection. Oral fluid specimens should be tested within fourteen (14) days of collection, and urine specimens should be tested within twenty-one (21) days of collection. If an oral fluid specimen cannot be shipped within seven (7) days following collection to allow for transit time, it should be discarded and recollected. If a urine specimen cannot be shipped within fourteen (14) days following collection to allow for transit time, it should be discarded and recollected. Specimens may be shipped at room temperature.
- **Problem Specimens:** In order to maintain specimen integrity for testing, Customer is required to promptly contact the laboratory after receiving notification to help resolve specimen-related problems. Sample problems must be resolved no later than the 21st day after sample collection to allow testing time from screening to confirmation. All problem types not resolved by the 21st day of collection will be discarded and not tested. Examples of a problem specimen include: no test requested, no donor information, etc.
 - Any specimen received without a label will be discarded upon receipt. Clinical Laboratory Improvement Amendments (CLIA) requires at least one unique donor identifier on the specimen. When a label/seal has been properly affixed to the specimen, the laboratory is able to match the specimen to the test requisition and verify tests to be performed. Therefore, specimens received without a label cannot be verified and tested.



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	\$12.10
Various	1	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	\$16.00
5292	1	Buprenorphine Urine Lab Confirmation	\$25.00
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 or contact us at (800) 255-2159 for more information about our specialty tests and panels.

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
2108	1	Gabapentin EIA Screen - Screen + Auto Confirm of Positives	\$22.00
2110	1	Ketamine EIA Screen - Screen Only (Standalone)	\$12.00
2114	1	Xylazine EIA Screen - Screen Only (Standalone)	\$12.00
5960	1	Kratom Urine Confirmation	\$32.00
5560	1	Gabapentin Urine Confirmation	\$30.00
5501	1	Ketamine Urine Confirmation	\$25.00
5960	1	Kratom Urine Confirmation	\$32.00
5483	1	Tianeptine - Urine Screen with Confirmation	\$40.00
5968	1	Xylazine Urine Confirmation	\$25.00

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
P80	21	Designer Stimulants (Bath Salts) Urine Test - Expanded Panel	\$40.00
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
Various	1	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$16.00
9509	6	Oral Fluid 6 Panel - AMP,BZO,COC,MTD,OPI,THC - Screen + Auto Confirm of Positives	\$11.10
9578	8	Oral Fluid 8 Panel - ALC, AMP, BUP, BZO, COC, OPI, OXY, THC - Screen + Auto Confirm of Positives	\$12.10
9771	11	Oral Fluid 11 Panel - ALC,AMP,BAR,BUP,BZO,COC,FEN,MTD,OPI,OXY,THC - Screen + Auto Confirm of Positives	\$16.75
9649	11	Oral Fluid 11 Panel - ALC, AMP, BAR, BUP, BZO, COC, FEN, MTD, OPI, OXY, THC - Screen + Auto Confirm of Positives	\$16.75

**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.

Oral Fluid Lab Tests - Specialty Drugs

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
9595	1	Fentanyl Oral Fluid Confirmation	\$25.00
F25	19	Synthetic Cannabinoids (K2/Spice) Oral Fluid Lab Confirmation	\$24.60
9717	7	Oral Fluid 7 Panel with K2/Spice - Screen + Auto Confirm of Positives	\$36.00



Attachment 2
Pricing Schedule
Hernando County Drug Court

FORENSIC TOXICOLOGY SERVICES

Forensic Toxicology Tests

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
FP008U	Multi	Designer Opioids & Fentanyl Drug Screen - Blood/Urine (Qualitative) Forensic analysis of opioids and fentanyl.	\$ 175.00
F3032U	1	Hallucinogen (Confirm) - Urine	\$ 175.00

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
AFED	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 charged on an 'at cost' basis. FOB Destination.

RAPID ON-SITE TEST DEVICES - URINE CASSETTES

iScreen Cup Test Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
ABTDUAF112703C	12	iScreen 12 Panel Emerging Drug Cup - LSD 10ng/ml, Ketamine 100ng/ml, Psilocybin 500ng/ml, Kratom 2000 ng/ml, Tianeptine 1000 ng/ml, Xylazine 500ng/ml, DMT 1000 ng/ml, Gabapentin 2000 ng/ml, Nitazene 2000 ng/ml, Fentanyl 1 ng/ml, MDPV 300ng/ml, K2 30 ng/ml (Oxidants, Creatinine, pH)	\$8.95	\$223.75

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

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

Customer Exhibit A - Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the “Governmental Entity”).

1. My name is and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with, a nongovernmental entity (the “Nongovernmental Entity”). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla. Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I , declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Redwood Toxicology Laboratory, Inc.

Name of Nongovernmental Entity

Mary Tardel

Printed Name of Affiant

General Manager

Title of Affiant

DocuSigned by:

Mary Tardel

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September 2, 2025 | 11:16:43 AM CDT

Date

Customer Exhibit B - Foreign Countries of Concern

Pursuant to Florida Statutes, § 287.138, effective July 1, 2023, the County may not enter into contracts which grants an entity access to personal identifiable information if: a) the entity is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the entity is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Florida Statutes, § 287.138, which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the entity for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

PROFESSIONAL's Legal Company Name:

Redwood Toxicology Laboratory, Inc. does not meet any of the criteria set forth in Florida Statutes, § 287.138(2)(a)-(c).

Pursuant to Florida Statutes, § 92.525, under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

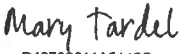
Print Name of PROFESSIONAL's Authorized Representative:

Mary Tardel

Title of PROFESSIONAL's Authorized Representative:

General Manager

Signature of PROFESSIONAL's Authorized Representative:

DocuSigned by:

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Date: September 2, 2025 | 11:16:43 AM CDT