

CLARK COUNTY, NEVADA

DRUG TESTING SERVICES CBE NO. 606687-23

PHAMATECH, INC.

NAME OF FIRM

Tuan H. Pham
President/Owner

DESIGNATED CONTACT, NAME AND TITLE
(Please type or print)

15175 Innovation Drive
San Diego, California 92128

ADDRESS OF FIRM
INCLUDING CITY, STATE AND ZIP CODE

(888) 635-5840

(AREA CODE) AND TELEPHONE NUMBER

(858) 312-8966

(AREA CODE) AND FAX NUMBER

tuan@phamatech.com

E-MAIL ADDRESS

DRUG TESTING SERVICES

This Contract is made and entered into this _____ day of _____ 2023 by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and PHAMATECH, INC. (hereinafter referred to as PROVIDER), for Drug Testing Services (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance.

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from Date of Award through June 30, 2024, with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the rates listed therein, for a not-to-exceed amount of \$3,500,000. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work .
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.

6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: Department of Family Services, Attention Fiscal Unit, 500 South Grand Central Parkway, 5th Floor, Las Vegas, Nevada 89155.
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.

- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Jeremy Law, Manager, Field Ops East, telephone number (702) 455-3306 or JeremyL@ClarkCountyNV.gov or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform PROVIDER by written notice before the effective date of each such delegation.

- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY will assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER shall not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. PROVIDER shall complete the PROJECT in accordance with Exhibit A of this Contract.
- C. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.
- B. Termination
 - 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
 - 2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
 - 3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

- ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County Department of Family Services
500 South Grand Central Parkway
Las Vegas, Nevada 89155
Attention: Director

TO PROVIDER: Phamatech, Inc.
15175 Innovation Drive
San Diego, California 92128
Attention: Dana Conde

SECTION XII: MISCELLANEOUS

- A. Independent Contractor
- PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Confidentiality Regarding Participants

PROVIDER shall maintain the confidentiality of any information relating to participants, COUNTY Employees, or third parties,) in accordance with any applicable laws and regulations.

R. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

S. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

T. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER
PHAMATECH, INC.:


By: _____
TUAN H. PHAM
President/Owner

08-08-2023

DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Jason Patchett
Jason Patchett (Aug 24, 2023 13:31 PDT)
JASON B. PATCHETT
Deputy District Attorney

Aug 24, 2023

DATE

EXHIBIT A
DRUG TESTING SERVICES
SCOPE OF WORK

PROVIDER shall be responsible for providing direct observed (and non-observed, when applicable) collection of, and testing of, urine, hair, and oral saliva swab specimens to analyze to forensic standard for the purpose of identifying and confirming the presence of volatiles, drugs, narcotics, and alcohol. Confirmations include quantitation of all drugs, narcotics and metabolites identified. Specimens submitted for screening purposes will be at the discretion of COUNTY. Services also include, but not limited to, chain of custody, evaluation, reporting, oversight of work performed by a subcontractor when utilized, record administration, expert witness testimony, necessary personnel, testing supplies, products, and equipment to accomplish these services.

1. Testing Capabilities

- a. PROVIDER (hereinafter this term also includes any sub-contractor utilized by the PROVIDER) shall be able to provide comprehensive testing capabilities for drugs of abuse and prescription drugs in various matrixes. All tests performed must adhere to stringent Quality Assurance measures identified in Item No. 12, Quality Control, as described below.
- b. Tests shall be conducted in accordance to SAMHSA (Substance Abuse and Mental Health Services Administration) or Clinical Laboratory Improvement Amendment (CLIA) under the U.S. Department of Health and Human Services, standards.
- c. PROVIDER'S (or its sub-contractor) Medical Review Officer (MRO) shall confirm and sign-off on all positive tests.
- d. COUNTY requires an emit test for the initial test, and a mass spectrometry for the confirmation. The emit test shall be a quantitative, lab-based test performed on a chemistry analyzer. All presumptive positives shall go to confirmation and test conducted by a SAMHSA or CLIA CERTIFIED laboratory. In the case of Methamphetamine positive confirmation test, a D/L isomer shall be conducted.

2. Drug Tests / Panels Required (Department of Family Services)

- a. Urine (only) Drug Screen -10 Panel: Standard panel to include the following:
 - i. Amphetamines;
 - ii. Barbiturates;
 - iii. Cocaine/Cocaine Metabolites;
 - iv. Marijuana/Marijuana Metabolites;
 - v. Methadone;
 - vi. Phencyclidine (PCP);
 - vii. Propoxyphene;
 - viii. Opiates;
 - ix. Benzodiazepines
 - x. Oxycodone; and
 - xi. Fentanyl

- b. Hair (only) Drug Screen- 5: Standard panel to include the following:
 - i. Amphetamines;
 - ii. Cocaine;
 - iii. Marijuana Metabolites;
 - iv. Opiates; and
 - v. Phencyclidine (PCP).
- c. Saliva Oral Swab 11- Panel: Standard panel to include the following:
 - i. Cannabinoids (THC);
 - ii. Cocaine;Amphetamine;
 - iii. Methamphetamine/MDMA;
 - iv. Opiates;
 - v. Phencyclidine (PCP);
 - vi. Barbiturates;
 - vii. Buprenorphine;
 - viii. Benzodiazepines;
 - ix. Methadone;
 - x. Oxycodone; and
 - xi. Alcohol
- d. Validity Testing must determine the creatinine on each specimen and must also determine its specific gravity if the creatinine concentration is less than 20 mg/dl
- e. Request by COUNTY to test for other controlled substances beyond those listed above.

3. Drug Tests / Panels Required (Human Resources and Fire Department)

- a. All drug testing shall be non-observed.
- b. NON DOT Urine, Hair, or Saliva Oral Swab Drug Screen – 10 Panel;
- c. DOT Urine (only) Drug Screen – 5 Panel;
- d. DOT Breath Alcohol
- e. Blood Alcohol
- f. Standard 10 Panel Urine Drug Tests, to include the following: Amphetamines; Barbiturates; Cocaine/Cocaine Metabolites; Marijuana/Marijuana Metabolites, Methadone, Phencyclidine (PCP); MDMA; Opiates; Benzodiazepines, Oxycodone; and Fentanyl
- g. DOT 5 Panel Urine Drug Tests, to include the following: Amphetamines; Cocaine/Cocaine Metabolites; Marijuana/Marijuana Metabolites; Phencyclidine (PCP); and Opiates.
- h. Validity Testing, must determine the creatinine on each urine specimen, must also determine its specific gravity if the creatinine concentration is less than 20 mg/dL
- i. Request by COUNTY to test for other controlled substances beyond those listed above.

4. Response Time

- a. The initial drug screening shall be run within twenty-four (24) hours from receipt of specimen in laboratory, with the test results made available to COUNTY no later than seventy-two (72) hours after specimen collection. The turnaround time to provide confirmation test results on positive drug screening shall be made available to COUNTY no later than seventy-two (72) hours from the initial drug screening. It shall be the responsibility of the PROVIDER to notify owner's authorized representative(s) should the drug screening/testing procedures require more than four (4) calendar days to provide final test results.
- b. Human Resources and Fire Department will receive a notification via email when a test result(s) is available on the secured Web based server which will be accessed by COUNTY authorized representatives.
- c. All Departments will have separate logins for the secured Web based server so that COUNTY authorized representatives can only access their Department drug testing analysis reports.

5. Drug Results Reports

All drug testing analysis reports must be accurate and easy to read using common units of measure. Reliable drug cut offs shall also be included in the report for reference purposes. The PROVIDER shall provide the source for drug level reference ranges to COUNTY authorized representative(s). The PROVIDER shall be required to input test results into a secured Web based server which will be accessed by COUNTY authorized representatives.

6. Confidentiality

Under no circumstance, the PROVIDER shall not disclose any case information to any person who is not authorized to receive case information by the COUNTY including the person tested.

7. Safeguard

- a. COUNTY will immediately notify PROVIDER in writing for any terminated COUNTY staff who has access to Test Results from the PROVIDER.
- b. PROVIDER shall agree to implement appropriate safeguard to prevent Test Result to be accessed by employees who have been terminated by COUNTY.

8. Supplies and Other Services Provided by PROVIDER (Included in costs)

PROVIDER (or its SUB-PROVIDER(S)) shall provide sterile specimen containers subject to COUNTY approval. PROVIDER shall incorporate all collection costs in its prices, including all supplies, to include but not limited to specimen containers and lids. PROVIDER shall supply to COUNTY chain of-custody forms at no charge to COUNTY.

9. Retention (Specimen Storage) and Disposal of Samples

- a. There are three (3) types of storage for the specimens:
 - Short Term – Negative – refrigerated for 7 days (2 to 8 ° C)
 - Long Term – Presumptive or Confirmed Positive – frozen for a minimum of twelve (12) months (-15 to -30 ° C)
 - Permanent – As requested by COUNTY – frozen (-15 to -30 ° C)

Unless otherwise notified, the PROVIDER shall be responsible for disposal of all specimens in the appropriate manner as determined by the Occupational Safety and Health Administration (OSHA).

10. Court Appearance Testimony

- a. PROVIDER shall be capable of providing expert witness services for testimony in court upon written request by COUNTY. If required because PROVIDER is a named defendant in a lawsuit, PROVIDER shall be required to defend the results of their analysis in a Court of Law when required at no cost to COUNTY.
- b. PROVIDER shall quote a lump sum amount for court appearances, depositions, preparation time, and interviews by COUNTY officials and representatives included in the contractual Fixed-Fee Price Schedule. If PROVIDER professional personnel reside outside the State of Nevada, per diem and local transportation shall be priced at the rates according to the Federal CONUS Rates for Clark County, Nevada, as applicable at the time of the testimony-related travel. The total cost, not to exceed \$400/day inclusive, will include:
 - i. compact-car rental,
 - ii. parking,
 - iii. cab or shuttle transportation charges, and
 - iv. meals and incidental expenses.
- a. There will be no reimbursement for airfare travel or lodging. All airline flights and lodging will be arranged and paid for directly by COUNTY.
- b. This includes compact car rental, parking, cab or shuttle transportation charges; per diem (includes meals and incidental expenses). Per Diem rates can be obtained via the Internet at www.gsa.gov/perdiem. There will be no reimbursement for airfare travel or lodging. All airline flights and lodging will be arranged and paid for directly by COUNTY.
- c. Fees for expert witness testimony shall be waived for telephonic court appearances.
- d. If required because PROVIDER is a named defendant in a lawsuit, PROVIDER shall be required to defend the results of their analysis in a Court of Law when required at no cost to COUNTY.

11. Good Faith

It is assumed by the COUNTY that the PROVIDER shall do everything in its power to provide the best possible service on a consistent and continual basis.

12. Training of COUNTY Staff and Designated Community Partners

- a. In order to fully educate COUNTY staff on improvements in the workplace processes; understanding and interpreting the drug test results; and meeting State and Federally mandated guidelines, COUNTY anticipates and PROVIDER agrees that a minimum of 3-5 training sessions will be required.
- b. The required trainings shall be designed, after the date of award, in cooperation with COUNTY and PROVIDER. These trainings may be conducted at workplace sites to be determined by COUNTY and/or through long-distance learning programs or electronic (CD) media.
- c. PROVIDER understands and agrees that such trainings may include stakeholders and organizations (Community Partners) as identified by COUNTY.

13. Standard Operating Procedures

The laboratory shall maintain standard operating procedures that include detailed descriptions of procedures for sample receiving, accessioning, chain-of-custody, analysis, quality assurance and quality control, review of data, and reporting

14. Quality Control

Quality control (QC) is designed to give validity to testing results. QC is performed with each analysis and includes but is not limited to, maintenance of reference standards, calibration standards, internal standards, and quality control material. A control sample is a test sample with a known drug identity and level that realistically mirrors a drug and monitors the performance of the assay by testing the linearity of the calibration over a concentration range. An adequate set of controls shall include a sample that does not contain a drug (negative control) and a sample containing the drug reflected in the test run (positive control). The laboratory shall record the data of the positive and negative control samples for each run with each batch of specimens and be able to present documentation of the data upon request.

15. Confirmation

- a. All confirmations shall be performed by a second and unrelated methodology. If immunoassay is utilized for screening then a chromatography or non-immunoassay method must be used for quantification and confirmation. When possible, the confirmatory test (secondary test) shall be more specific and sensitive than the first test for the drug analyst. The use of mass spectrometry is recommended as a confirmatory technique. The same detection method for screening is not to be used for confirmation and quantification and shall be documented for each sample run. The laboratory shall present documentation of the screening and confirmation data upon request.
- b. Positive screening shall include the actual drugs and the level of the drug.

16. Reporting

- a. A Certified MRO will review all data to verify the accuracy of the report and to verify that procedures and quality controls were performed according to the accepted protocol of the laboratory which is stated in the standard operating procedures manual. At a minimum, the review of data shall include: chain of custody documentation, validity of analytical data such as runtime and shape of chromatographic peak, calculation, and quality control data. The laboratory shall be able to present documentation of the review of data on any case.
- b. All positive results for Human Resources and Fire Department will be reviewed by a Certified MRO within 24 hours from report date.

17. Consultation

PROVIDER shall be available for consultation about the results generated by its analysis and the significance of such findings, at no additional cost to COUNTY.

18. Additional Test Requirements

- a. Prices for testing not ordinarily performed and not on the contractual Fixed-Fee Price Schedule, which may require specimens to be sent to an outside laboratory (sub-contractor), must be agreed to by COUNTY, in writing, prior to performing such tests.
- b. Wording for Appeals and Retest for Clients.

19. Release of Information

No news releases, advertisements, public announcements, or photographs arising out of the Contract or PROVIDER relationship with COUNTY may be made or used without prior written approval of COUNTY. The release of test results shall be released to COUNTY authorized representatives only.

20. Credentials/Certification/Accreditation

- a. PROVIDER and its staff shall possess current, valid federal, state professional licenses, licensure, accreditation and/or certification for the State in which PROVIDER, or its sub-contractors, is providing services herein.
- b. The laboratory in which services are performed shall hold a certification (or accreditation) for Substance Abuse and Mental Health Services Administration (SAMHSA, or Clinical Laboratory Improvement Amendment (CLIA). The laboratory utilized shall hold accreditation/certification in accordance with that state's standards and regulations.

21. Availability of Test Results

- a. Faxed testing and internet/website results are required by COUNTY as follows:
 - i. Primary option: Secured internet/website
 - ii. Secondary option: Secured Fax line
 - iii. Courier/mail delivery of test result is not required.
- b. Internet access shall be available for viewing and printing of test results. Access to PROVIDER'S secured website will be by authorized by COUNTY personnel only. Authorized personnel shall be set-up with user id and password for access.
- c. PROVIDER shall not post the preliminary results, or verbally communicate preliminary results to COUNTY staff. Overall test results shall reflect confirmations on positives only.
- d. PROVIDER shall notify COUNTY authorized representatives immediately in the event that its website is down and COUNTY staff is unable to access and retrieve test results.
- e. COUNTY will update/revise the test results delivery method during the term of this contract. Any such changes will be coordinated between COUNTY and PROVIDER. In no event will COUNTY give PROVIDER less than thirty (30) days notice of any change.

22. Collection Sites

- a. Multiple community observation collection sites are required; a minimum of six (6) physical collection site locations shall be available through the duration of the contract. All changes to the physical site locations must be approved in writing by the Director of Family Services, Director of Human Resources and the Fire Chief, or their designee. The following applies only to the Department of Family Services: All specimen collections must be direct observed whether male or female to insure actual donor is producing his/her own urine sample. Same gender direct observation is mandatory. It is required that all outpatient centers for drug testing/specimen collection be staffed with both a male and female observer. This requirement is critical especially in those instances where the return of a child is involved.

- b. Multiple collection sites shall be required in geographic areas of the Las Vegas valley where the highest concentration of donors/clients are referred from, and where donors/clients have to travel to for specimen collection. Collection sites will be geographically located in the northwest, southwest, southeast, central Las Vegas valley, City of North Las Vegas, and City of Henderson, Nevada.

Refer to Exhibit B, "Las Vegas Valley Zip Codes." No appointments shall be required at the collection sites. Referrals also come from the outlying areas (rural areas, Bullhead City, Laughlin, and Mesquite) of Clark County.

- c. PROVIDER (or its sub-contractor) shall have available at least one (1) direct observed collection site that is open early hours and late hours (e.g., 6:00 AM – 10:00 PM) seven (7) days a week and at least one (1) collection site located in the Las Vegas metropolitan area that is open 24-hours. COUNTY will be notified immediately of any change in the availability of the said location(s) operating hours.
- d. If a collection site is required in an area where one does not exist, the PROVIDER shall refer donor/client to the closest medical facility or clinic within that geographical location that is willing to subcontract at no additional charge to COUNTY.
- e. COUNTY will not be responsible for testing services, and subsequent fees, performed by PROVIDER for COUNTY whereby COUNTY donor/client has not submitted a pre-approved chain-of-custody care and control form, in hard copy or electronic form, approved by COUNTY.
- f. PROVIDER shall immediately notify COUNTY of any changes in collection sites, and/or hours of operation.
- g. Human Resources and Fire Department additional Collection Site requirement: In addition to traditional physical collection sites, PROVIDER shall provide mobile site collection. A minimum of one (1) mobile site collection units are required throughout the contract period. These mobile units will cover the entire geographical area as outline in (b.) above; they will be utilized as needed on an on-call basis. The mobile units are required to respond within two (2) hours for DFS and one (1) hour for HR and Fire Department of notification; other arrangements will be agreed upon between both parties after the contract is awarded. PROVIDER shall be able to establish and maintain the same quality standards and controls that are provided at permanent physical sites at any proposed mobile site. All collection sites must have the capability to draw blood and the collection of urine, hair, and saliva.

23. Responsibilities of PROVIDER

- a. Provide all necessary forms as required by PROVIDER pertaining to testing. All forms will be provided to COUNTY at no charge.
- b. PROVIDER will have the capacity to provide COUNTY with the option of ordering testing electronically.
- c. At collection site, confirm the donor/client identification prior to commencement of the collection process. Donor/client shall be required to provide a photo ID and acceptable referral form as a means by which the client's identification can be confirmed.
- d. Explain any procedures needed to be completed by COUNTY to ensure tests will be admissible in a court of law (venue to be the State of Nevada).
- e. Adhere to applicable state and federal procedure for the collection, handling and testing of specimens to ensure a continuous and reliable chain of custody for court purposes. All collected specimens shall be

submitted for testing and stored in secured containers. PROVIDER shall review these procedures, at least once per year, and update its procedures accordingly.

- f. Shall be responsible for: security; equipment; collection supplies; custody and control form completion necessary to verify and maintain chain of custody; specimen verification; testing/analysis; data interpretation; documentation/reporting of test results; quality assurance program/quality control policy; storage/retrieval and transportation of specimens (if required); monitoring and oversight of subcontractors (if utilized); on-going training of staff; provision of general and technical/scientific assistance and administration of contracted services.
- g. PROVIDER shall provide a Random list for DOT employees that are required to submit to a urine drug test with Human Resources. COUNTY will provide PROVIDER with a random pool list of employees and PROVIDER will provide a list of Primary and Alternate employees on a monthly basis. COUNTY will provide PROVIDER with the number of Primary selections and Alternate selections.

24. Responsibilities of COUNTY

- a. Refer clients for processing of specimens at PROVIDER various preferred observation collection sites.
- b. Review and verify invoices and process same for payment.
- c. Provide a designated contact, which shall be a representative from the Department of Family Services, Human Resources and Fire Department. .
- d. COUNTY reserves the right to utilize a different laboratory should a test be ordered directly by the Clark County Court System.
- e. COUNTY will not be responsible for testing services, and subsequent fees, performed by PROVIDER for COUNTY whereby COUNTY donor/client has not submitted a pre-approved chain-of-custody care and control form, in hard copy or electronic form, approved by COUNTY.

25. Delivery Schedule – Drug Test Results

- a. PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The PROVIDER shall provide COUNTY satisfactory evidence that non performance is due to cause other than fault or negligence on its part.
- b. PROVIDER shall pay all shipping charges associated with sending samples to PROVIDER'S (or sub-Contractor's) laboratory for testing.

26. Suggested Cut-Off Levels

Cut-off Levels		
	Initial Test Level	Confirm Test Level
Urine (10 Panel)		
Amphetamines	1,000 ng/ml	500 ng/ml
Barbiturates	200 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	200 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Fentanyl	10 ng/ml	1 ng/ml
Marijuana Metabolites	50 ng/ml	15 ng/ml
Methadone	150 ng/ml	100 ng/ml
Opiates	300 ng/ml	300 ng/ml
Oxycodone	100 ng/ml	100 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Hair (5 Panel)		
Amphetamines	300 pg/mg	300 pg/mg
Cocaine Metabolites	300 pg/mg	300 pg/mg
Marijuana Metabolites	1 pn/mg	.1 pg/mg
Opiates	500 pg/mg	500 pg/mg
Phencyclidine (PCP)	300 pg/mg	300 pg/mg
Saliva Oral Swab (11 Panel)		
Cannabinoids (THC)	4 ng/mL	2 ng/ml
Cocaine/Benzoyllecgonine		8 ng/ml
Amphetamine/Methamphetamine	25	15 ng/ml
Codeine/Morphine	30	15 ng/ml
Hydrocodone/Hydromorphone	30 ng/mL	15 ng/ml
Oxycodone/Oxymorphone	30 ng/mL	15ng/mL
Phencyclidine (PCP)		2 ng/ml
6 - Acetylmorphine	3 ng/ml	2 ng/ml
MDMA/MDA/MDEA	25 ng/ml	15 ng/ml
Alcohol	.025 g/dL	.025 g/dL

(a). Human Resources and the Fire Department utilize cut-off levels in accordance with DOT standards for DOT testing (https://www.transportation.gov/odapc/part40/40_87) and SAMHA (Substance Abuse and Mental Health Services Administration) (<https://www.samhsa.gov/workplace/resources/drug-testing>) for all other testing.

EXHIBIT 1
FEE SCHEDULE

The following is an estimate of the quantities of tests to be performed annually. Payment will be made only for the actual quantities of tests performed. It is understood that the estimated quantities may be increased, decreased or omitted without, in any way, invalidating the prices.

Item No.	Description	Estimated Annual Usage (DFS)	Estimated Annual Usage (HR)	Estimated Annual Usage (FIRE)	Unit	Unit Price
1	URINE (ONLY) DRUG SCREEN – 10 Panel & Fentanyl	818	3,575	150	Each	\$20.00
2	HAIR (ONLY) DRUG SCREEN - 5 Panel	133	0	0	Each	\$30.00
3	Urine (10 Panel) & Hair (5 Panel Combo)	3,971	0	0	Each	\$45.00
4	DOT 5 Panel	0	75	0	Each	\$25.00
5	Blood Alcohol	0	500	160	Each	\$20.00
6	Breath Alcohol (DOT Method)	0	25	0	Each	\$25.00
7	Saliva Oral Swab	3,971	0	0	Each	\$22.00
8	Direct Observed Specimen Collection Fee- Urine (must be same gender observation)-OR Hair (B,C)	4,789	0	0	Each	\$30.00
8a	Direct Observed Specimen Collection Fee (discounted for multiple collections- Urine/Saliva & Hair combo)	1	0	0	Each	\$50.00
8b	After Hour Specimen Collection Post Accident/Reasonable Cause 8:00pm-8:00am- Donor will go to designated after hours collection site for specimen collection	0	1	0	Each	\$75.00
8c	24/7 MOBILE COLLECTION Emergency Post Accident- Collector will come to Donor for specimen Collection	0	1	0	Each	\$150.00
8d	Blood Draw during business hours -				Each	\$40.00
8e	Blood Draw – After Hour Specimen Collection Post Accident/Reasonable Cause 8:00pm-8:00am- Donor will go to designated after house collection site for specimen collection				Each	\$75.00
8f	Blood Draw - 24/7 MOBILE COLLECTION Emergency Post Accident - Collector will come to Donor for specimen Collection				Each	\$150.00
9	DOT Random Pool Services Charge (one time per year)	0	1	0	Lot	\$200.00
10	Positive Confirmation On Positive Drug Screening (single confirmations) (includes MRO Review)*(J)	2,953	700	5	Each	\$35.00

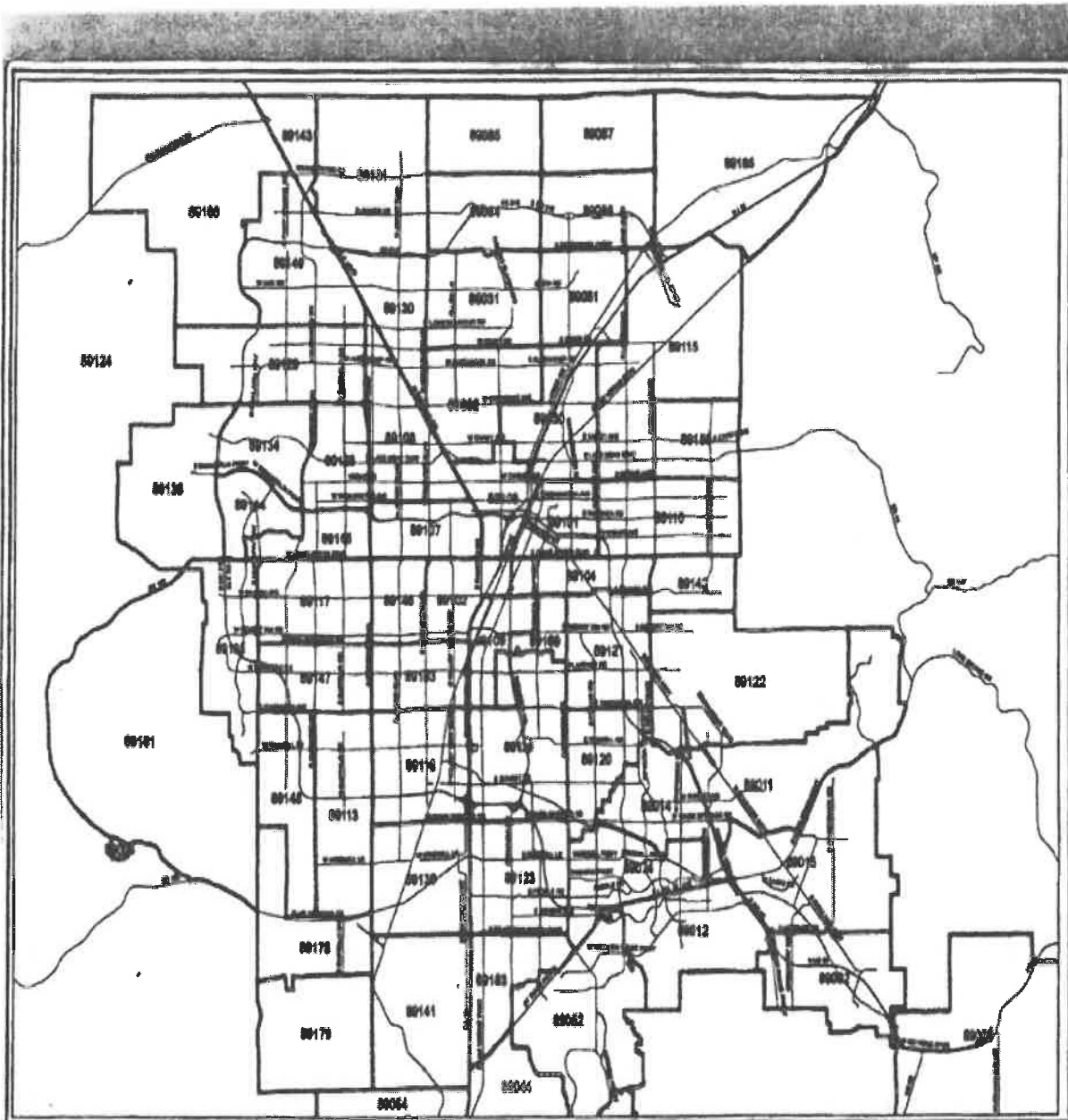
Item No.	Description	Estimated Annual Usage (DFS)	Estimated Annual Usage (HR)	Estimated Annual Usage (FIRE)	Unit	Unit Price
11	Positive Confirmation Testing Services on Positive Drug Screening (2 or more confirmations) (includes MRO) *(K)	1,580	0	0	Each Client	\$45.00
12	CONTRACT will identify a lump sum amount per day for services rendered for in person Court Appearance Testimony. CONTRACT shall be responsible for all costs associated with these services including, but not limited to, meals, car rental, etc. County will be responsible for airfare and lodging	1	0	0	Visits	\$400.00
13	Remote/Video Conference Court Appearance Testimony Services- identify the hourly rate associated with providing these services remotely via Video Conference or any other methods required by COUNTY and/or Courts		0	0	Per Hour	\$100.00
Item No.	Description			FEE		
OPTIONAL – BELOW SERVICES MAY BE REQUIRED DURING THE TERM OF THE CONTRACT						
14	Additional test requirement not defined within the terms and conditions of the contract must be agreed to by COUNTY'S representative, in writing, prior to performing such tests.			Actual Cost of Service(s) Provided + 10% Markup Over Cost- TBD Cost Unknown		
ANNUAL NOT-TO-EXCEED AMOUNT ITEMS 1 THROUGH 14					\$700,000	
Note: The above data is provided for information purposes only. The number of clients may fluctuate during the contract's period of performance. The confirmed drug screening is estimated at 60%.						

EXHIBIT 2
POTENTIAL CLIENT REFERRALS By ZIP CODES

<i>ZIP CODE</i>	<i>POTENTIAL REFERRALS</i>	<i>ZIP CODE</i>	<i>POTENTIAL REFERRALS</i>	<i>ZIP CODE</i>	<i>POTENTIAL REFERRALS</i>
89002	70	89102	184	89130	122
89011	75	89103	189	89131	80
89012	40	89104	241	89134	20
89014	117	89106	269	89135	31
89015	230	89107	146	89138	21
89030	338	89108	407	89139	64
89031	239	89109	53	89141	44
89032	183	89110	359	89142	84
89033	0	89113	57	89143	39
89044	11	89115	483	89144	27
89044	0	89117	142	89145	89
89052	62	89118	65	89146	105
89074	104	89118	241	89147	156
89081	13	89120	82	89148	140
89084	54	89121	365	89149	81
89085	8	89122	219	89156	142
89086	22	89123	142	89166	31
89087	0	89128	141	89169	181
89101	323	89129	130	89178	46
89179	7	89183	89		
RURAL AREAS					
<i>ZIP CODE</i>	<i>POTENTIAL REFERRALS</i>	<i>ZIP CODE</i>	<i>POTENTIAL REFERRALS</i>	<i>ZIP CODE</i>	<i>POTENTIAL REFERRALS</i>
89124	7	SLOAN	89007	3	BUNKERVILLE
89005	43	BOULDER	89024	1	MESQUITE
89019	7	SANDY VALLEY	89027	33	MESQUITE
89029	34	LAUGHLIN	89025	5	MOAPA
89046	4	NELSON LANDING	89040	12	OVERTON
89018	7	INDIAN SPRINGS	89021	2	LOGANDALE

Note: The above data is provided for informational purposes only. The number of clients may fluctuate during the contract's period of performance.

POTENTIAL CLIENT REFERRALS By ZIP CODES



**EXHIBIT B
DRUG TESTING SERVICES
INSURANCE REQUIREMENTS**

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and ***any auto*** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Cyber Liability:** PROVIDER shall obtain and maintain with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by PROVIDER in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses

Technology Professional Liability Errors and Omissions Insurance appropriate to PROVIDER'S profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by PROVIDER in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

1. The Policy shall include or be endorsed to include; property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of COUNTY in the care, custody, or control of PROVIDER. If not covered under PROVIDER'S liability policy, such "property" coverage of COUNTY may be endorsed onto PROVIDER'S Cyber Liability Policy as covered property as follows:

If PROVIDER maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

- K. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- L. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- M. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- N. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- O. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- Q. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)

8. Cyber Liability (Per Occurrence)
(O) Policy Number
(P) Policy Effective Date
(Q) Policy Expiration Date
(R) Aggregate (\$2,000,000)
9. Description: CBE NO. 606687-23; DRUG TESTING SERVICES.(must be identified on the initial insurance form and each renewal form).
10. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
11. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME: PHONE (A/C No. Ext): BROKER'S PHONE NUMBER FAX (A/C No.): BROKER'S FAX NUMBER E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC #
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000 PERSONAL & ADV INJURY \$(G) 1,000,000 GENERAL AGGREGATE \$(H) 2,000,000 DEDUCTIBLE MAXIMUM \$ 25,000
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - E.A. EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE \$(Q) 1,000,000
8.	CYBER LIABILITY			(R)	(S)	(T)	AGGREGATE \$(U) 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

9. CBE NO. 606687-23; DRUG TESTING SERVICES.

10. CERTIFICATE HOLDER CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 11. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: **CBE NO. 606687-23; DRUG TESTING SERVICES**

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART,

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 606687-23, entitled DRUG TESTING SERVICES;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.