

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
Central Valley Toxicology, Inc.**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Central  
Valley Toxicology, Inc., hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract  
with independent contractors for the furnishing of such services to or for County or any  
Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose  
of Forensic Laboratory Test Analysis.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO  
AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference  
herein:

Exhibit A—Services  
Exhibit B—Payments and rates  
Attachment I—§504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall  
perform services for County in accordance with the terms, conditions and specifications set  
forth herein and in Exhibit "A."

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms,  
conditions and specifications set forth herein and in Exhibit "A," County shall make payment  
to Contractor based on the rates and in the manner specified in Exhibit "B." The County  
reserves the right to withhold payment if the County determines that the quantity or quality  
of the work performed is unacceptable. In no event shall the County's total fiscal obligation  
under this Agreement exceed One Hundred and Twenty Five Thousand, \$125,000.

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2011 through January 31, 2014.

This Agreement may be terminated by Contractor, the San Mateo County Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
  
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability .....	\$1,000,000
(b) Motor Vehicle Liability Insurance .....	\$1,000,000
(c) Professional Liability .....	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

#### **12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

#### **13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

San Mateo County  
Sheriff's Forensic Laboratory  
50 Tower Road  
San Mateo, CA 94402  
Facsimile (650) 356-0351

**In the case of Contractor, to:**

Central Valley Toxicology, Inc.  
1580 Tollhouse Road  
Clovis, CA 93611  
Facsimile (559) 323-7502

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO


By: \_\_\_\_\_  
President, Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Central Valley Toxicology, Inc.

  
\_\_\_\_\_  
Contractor's Signature

Date: 1/7/2011

## Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

- A. Process/Test urine samples for prescription (Rx) and/or illegal drugs;
- B. Process/Test blood samples for prescription (Rx) and/or illegal drugs;
- C. Be able to analyze a volume of approximately 1,600 samples per year in a timely manner;
- D. Coordinate pick-up and return of forensic samples from and to the San Mateo County Forensic Laboratory at least twice per week, at no additional cost;
- E. Provide written reports within six (6) business days of taking possession of test samples;
- F. Conduct deadline intensive tests results on in-custody defendants on an as-needed basis;
- G. Provide the ability for the Analyst that conducted the actual test work to testify in court, as well as ensuring that they have sufficient expertise and knowledge to testify about correlating levels of drugs found in the forensic sample with legal definitions of impairment or intoxication, as well as what a therapeutic level would be (in instances of prescription drugs being taken/present in the sample);
- I. Provide an itemized billing of all charges, with one billing per case, detailing how the final charge is determined; to either the District Attorney or the Sheriff's Office Forensic Laboratory;
- J. Provide monthly status report that identifies each client, the type of test conducted and the status and/or results;
- K. Be able to store urine samples for three years and dispose of them appropriately;
- L. Provide consultation at no additional cost



Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

FORENSICS CRIME-LABORATORY  
ALCOHOL AND DRUG TESTING PROGRAM

Forensic Blood Alcohol	\$36
Drugs of Abuse Screen (4 Drugs)	\$29
Amphetamines/Methamphetamine (Urine/Blood)	
- includes MDMA, MDA	
Cocaine & Metabolite (Urine/Blood)	
Opiates (Urine/Blood)	
- includes Morphine, Codeine, 6MAM,	
Hydrocodone, Hydromorphone	
Phencyclidine "PCP" (Urine/Blood)	
General Drug Screen (when required after Drugs of Abuse Screen)	\$69
- includes Antihistamines, Barbiturates, Benzodiazepines	
Tricyclic Antidepressants, Propoxyphene, Carisoprodol	
and other prescription drugs	
Single Drug Screen	\$20
Single Drug Confirmation/Level (Quantification)	\$44

OFFICE OF THE DISTRICT ATTORNEY  
EXPERT WITNESS TESTIMONY SERVICES

Expert Consultation Services	No Charge
Court Testimony	\$1,400/day
Mileage (2010 Federal Rate - \$0.50/mile approx. 350 miles)	Approx. \$175.00

Note: Notice/Lead time is 24 hours.

ATTACHMENT I

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

ROBERT TORRES

Name of 504 Person - Type or Print

CENTRAL VALLEY TOXICOLOGY, INC.

Name of Contractor(s) - Type or Print

1580 TOLLHOUSE ROAD

Street Address or P.O. Box

CLOVIS, CA 93611

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

[Signature]

Signature

VICE PRESIDENT, GENERAL MANAGER

Title of Authorized Official

12/6/2010

Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Central Valley Toxicology, Inc.	Phone:	(559) 323-9940
Contact Person:	Robert Torres	Fax:	(559) 523-7502
Address:	1580 Tollhouse Road Clovis, CA 93611		

**II. EQUAL BENEFITS (check one or more boxes)**

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION (check appropriate box)**


- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE (check one or more boxes)**

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

  
\_\_\_\_\_  
Signature  
  
12/6/2010  
\_\_\_\_\_  
Date

ROBERT TORRES  
\_\_\_\_\_  
Name  
VICE PRESIDENT, GENERAL MANAGER  
\_\_\_\_\_  
Title

### CONTRACT INSURANCE APPROVAL

DATE: 12/01/2010

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Eduardo Castillo

PHONE: ext. 4890 FAX: (650) 599-1681 PONY: DAO111

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Central Valley Toxicology, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 15

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Forensic Laboratory Test Analysis

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Standard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

  
 \_\_\_\_\_  
 Faiza Steele  
 Risk Management Analyst

12/1/10  
 \_\_\_\_\_  
 Date



Section 6 - Proof of Insurance

Due Date: 11/4/2010

Time Due: 1630 hrs

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE REWRITTEN 10/28/2010

PRODUCER (888) 432-0222
DIBurdo & DeFendis Insurance Brokers, LLC
License #0E02008
P.O. Box 5478
Fresno, CA 93785-5478

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Central Valley Toxicology, Inc.
1880 Tellhouse Road
Clovis, CA 93811-

Table with 2 columns: INSURERS AFFORDING COVERAGE, NAIC #. Includes Insurer A: Employers Compensation Insurance Com.

COVERAGES

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

Main table with columns: TYPE OF COVERAGE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Includes sections for General Liability, Automobile Liability, Garage Liability, and Workers Compensation.

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

CERTIFICATE HOLDER

San Mateo County Coroner
Attn: Karen Rodgers
50 Tower Road
San Mateo, CA 94402-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Handwritten signature



Central Valley Toxicology, Inc. Analysis 2010

Section 6 - Proof of Insurance

Due Date: 11/4/2010

Time Due: 1630 hrs

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CENTVAL-51 HIGH

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE ISSUED: 6/28/2010

PRODUCER (559) 433-0222  
 DIBudus & DeFendte Insurance Brokers, LLC  
 License 09E02038  
 P.O. Box 5479  
 Fresno, CA 93755-5479

INSURED: Central Valley Toxicology, Inc  
 1650 Tallhouse Road  
 Clovis, CA 93611-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE  
 Insurer: Progress Insurance Company  
 CARRIER  
 CARRIER  
 CARRIER  
 CARRIER

**COVERAGES**

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

TYPE	TYPE OF INSURANCE	POLICY NUMBER	START DATE/PERIOD	EXPIRES DATE/PERIOD	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASS MADE <input checked="" type="checkbox"/> COLLAR	CBP8378848	7/23/2010	7/23/2011	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> AGGREGATE LIMIT APPLIED PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> YEAR <input type="checkbox"/> LOSS				FIRE DAMAGE (Any and All) \$ 100,000
A	PERSONAL & AUTO LIABILITY	CBP8378848	7/23/2010	7/23/2011	PERSONAL & AUTO LIABILITY \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS				GENERAL AGGREGATE \$ 2,000,000
	STORAGE LIABILITY <input type="checkbox"/> ANY AUTO				PROPERTY DAMAGE (Per occurrence) \$
	CRIME LIABILITY <input type="checkbox"/> COLLAR <input type="checkbox"/> CLASS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> INTENTION \$				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				PROPERTY DAMAGE (Per occurrence) \$
	COER				AGGREGATE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/INCLUSIONS/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Ten Day Notice For Non-Payment of Premium

Certificate holder is hereby named as Additional Insured with respects to General Liability for work performed for them by the named insured as per form GE00801 attached.

CERTIFICATE HOLDER  General, separate insured letter A CANCELLATION

San Mateo County Coroner  
 Attn: Karen Rodgers  
 50 Tower Road  
 San Mateo, CA 94402-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL NOTIFY TO MAIL, 10 DAYS BEFORE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL CONSTITUTE NO CANCELLATION OR LIABILITY OF ANY KIND UPON THE ISSUING, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *[Signature]*



Forensic Laboratory Test Analysis 2011-2013

Section 6 - Proof of Insurance

Due Date: 11/4/2010

Time Due: 1630 hrs

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# ACORD CERTIFICATE OF LIABILITY INSURANCE

CENTVAL-81 HIGH

PRODUCER  
**Dierckx & DeFendis Insurance Brokers, LLC**  
 License #00823098  
 P.O. Box 8479  
 Fresno, CA 93785-8479

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

DATE ISSUED  
 7/28/2010

INSURED  
**Central Valley Toxicology, Inc**  
 1980 Tollhouse Road  
 Clovis, CA 93611.

### INSURERS AFFORDING COVERAGE

INSURER A: **Landmark American Ins Co**  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

### COVERAGES

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

TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (START DATE)	POLICY PERIOD (END DATE)	AGGREGATE LIMIT	COVERAGE
GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					FIRE DAMAGE (BY OR BY)
	BIOL. ASBESTOS LIMIT APPLIES PER:					MED EXP (BY OCCURRENCE)
	POLICY <input type="checkbox"/> CGL <input type="checkbox"/> MGR <input type="checkbox"/>					PERSONAL & ADV INJURY
						CENTRAL AGENTS
						FREELITE - CENTRAL AG
AUTOMOBILE LIABILITY	ANY AUTO					COMBINED SINGLE LIMIT (As scheduled)
	ALL OWNED AUTOS					BODILY INJURY (Per person)
	COMBINED AUTOS					BODILY INJURY (Per accident)
	HYBRID AUTOS					PROPERTY DAMAGE (Per accident)
	NON-OWNED AUTOS					AUTOMOBILE - EA ACCIDENT
GARAGE LIABILITY	ANY AUTO					OTHER THAN EA ACCIDENT
						AGGREGATE
RECREATION LIABILITY	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>					AGGREGATE
	RECREATION					
EMPLOYERS COMPENSATION AND EMPLOYERS LIABILITY						NO FINANCIAL LOSS LIMITS
						OTHER
OTHER	Professional Liability	LHMB14415	7/28/2010	7/28/2011	\$1,000,000. Limit	Per Claim
		LHMB14418	7/28/2010	7/28/2011	\$3,000,000. Limit	Aggregate Limit

EXEMPTION OF EMPLOYERS LIABILITY COVERAGE INCLUDING AGED BY EMPLOYERS SPECIAL PROVISION

Ten Day Notice For Non-Payment of Premium

CERTIFICATE HOLDER  
**San Mateo County Coroner**  
 Attn: Karon Rodgers  
 60 Tower Road  
 San Mateo, CA 94402

CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER MAILED TO THE LAST KNOWN ADDRESS. IF THE INSURED OR ANY OTHER PARTY FAILS TO DO SO, THE INSURER WILL NOT BE RESPONSIBLE FOR THE CANCELLATION OR LIABILITY OF ANY KIND UPON THE INSURED, OR AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: *[Signature]*