

C O N T R A C T

This Contract entered into this 1st day of March, 2023, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Bode Cellmark Forensics, Inc dba Bode Technology, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing professional services hereinafter described:
NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from March 1, 2023 through February 28, 2025 subject to all the terms and conditions set forth herein.

This Contract may, upon mutual agreement, be extended for up to one (1) additional one (1) year period.

In the event of any extension of this contract beyond the initial two (2) year period, the County reserves the right to either accept or reject any price adjustments submitted in writing ninety (90) days prior to the end of the current contract period as part of the County's consideration for the contract extension. Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds for such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve the County of any further obligation therefore.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. **TERMINATION**

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 30 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be

entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 30 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. **INSURANCE PROVISIONS**

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned,

non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
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- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
 - C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
 - E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
 - F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
 - G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

- A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the Chief Procurement Officer. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Ventura County Sheriff's Office or his/her authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this

Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura
General Services Agency
Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009

TO CONTRACTOR: Bode Cellmark Forensics, Inc dba Bode Technology
Renee Walker, Contracts Manager
10430 Furnace Road, Suite 107
Lorton, VA 22079

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

19. **ORDER OF PRECEDENCE**

This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract; #8970
2. County of Ventura RFP #6101
3. BAFO Dated September 20, 2022

20. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

CONTRACTOR RESPONSIBILITIES

See Exhibit "A".

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Ryan Stover
Printed Name

Michael Cariola
Printed Name

Buyer
Title

CEO/President
Title

3/2/2023
Date

1/31/2023
Date

54-1750293
Tax Identification Number

3381229
Secretary of State Entity Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer(or Treasurer), or (d) and Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

Exhibit A

Objective:

Bode will work with the Ventura County Sheriff Office Forensic Services Bureau (VCSO FSB) to provide information, reports and data as well as any unknown DNA generated to the VCSO FSB for the purposes of uploading received data into CODIS. Bode understands that the VCSO FSB has 400 sexual assault kits (SAKs) to be analyzed in year one of the contract and 150 SAKs to be analyzed in years two and three. Bode has the available capacity to report the required SAKs following a project schedule. Bode is committed to meeting the needs of the COUNTY in providing a turnaround time that is reasonable and efficient and can further increase capacity if needed.

Bode will receive sexual assault kits (SAKs) in quantities and at intervals agreed upon by the Ventura County Sheriff Office Forensic Services Bureau (VCSO FSB) and Bode for forensic DNA testing. Selection of the evidentiary samples for analysis will follow criteria agreed upon by the VCSO FSB and Bode. Bode will conduct a documented inventory of the entire SAK, using the descriptions present on the packaging of the item. Items in the SAK that are not tested do not need to be given an item number but need to be on the report as having been present in the SAK.

Vendor Responsibilities:

- Test up to four (4) evidentiary samples contained within SAK.
- Two (2) evidentiary samples and one (1) reference sample will be extracted on single assailant cases
- Three (3) evidentiary samples and up to two (2) reference samples will be extracted on multiple assailant cases
- Additional reference samples may be submitted later
- If the victim is less than 12 years old all evidentiary samples will be tested
- All samples will be interpreted using STRmix
- Issue report for all work completed on a case, sent via a secure electronic communication
- The entire electronic case file will be submitted along with the report
- SAKs will be returned to the VCSO using an approved courier (Fedex, UPS, DHL)
- The applicable lab contact will be notified whenever a return shipment is initialized
- If necessary vendor can provide an expert witness for cases

County Responsibilities:

- County to provide vendor with no more than 400 SAKs in the first year of the contract and 150 SAKs in years 2 and 3
- SAKs will be shipped to vendor using an approved courier (Fedex, UPS, DHL)

Scope of Work and Compensation

CAN - Ventura County, CA Project Guidelines	
CONTRACT / PERIOD OF PERFORMANCE	
Batching w/other clients	~25 cases/month
Contamination/Quality Issues/Client Notifications	Y
	Notify TL of contamination/quality issues as necessary
SAMPLING	
Consumption of evidence	Permission to consume will depend on each case and will be listed on the manifest.
Reagent Blanks	Per SOP
Name/Agency Information	Take from medical report. Additional case information taken from client paperwork (lab number).
Name/Agency # Discrepancies	Minor name discrepancies default to medical report
Specimen Description	Take item description from evidence packaging
Photo Documentation	Only if applicable
Moldy Kits	Sample moldy swabs if safe to do so, photograph evidence if unable to sample.
Medical Report	Do not process if one is not submitted, contact the client.
Items Previously Sampled	Permission to process - Y
Sampling	Choose 4 most probative body swab samples based on information in the medical report. <u>If victim is 12 years old or under all samples will be processed.</u> If no medical report is available or LOC case, use the following to decide which samples to process: 1) A representative sample from each internal orifice (vaginal, rectal, oral) if available – Differential Extraction 2) One sample from each External Genitalia and Anal if available – Differential Extraction 3) Representative sample from each external body location, prioritizing the most intimate (i.e. breast) – Touch Extraction
Juveniles	12 years old and under
Untested Evidence	Listed on inventory
References	Cut victim refs if evidence samples are sent forward for STRs. Cut suspect refs if comparable data is generated.
EXTRACTION	
Reagent Blanks	Qiagen Micro can only be used on references. Organic, EZ1, Vantage, Dnase can be used on references or evidence samples Reference extractions: Per SOP for minimum RBs required (if consumed samples on extraction - must have at least 2 reagent blanks) Evidence extractions: A minimum of one reagent blank per case is required (if extraction only contains one case with more than one sample, follow SOP for minimum RBs required), if the extraction contains samples that are consumed, a minimum of two reagent blanks are required for each case in which samples are consumed.
Substrates	Save consumed substrates, must send back to the client.
QUANTIFICATION	
Stop at quant	Quant Trio only ; Hamilton for Automated setup approved Approved
AMPLIFICATION	
Consumption of extracts	Permission to consume extracts 25 uL reactions, reduced reaction volume for references
STR CHEM STRY GP	Single assailant cases: amplify the 2 most positive, probative sample after Quant Trio screen. For cases with a male victim, multiple assailants, recent consensual sexual contact (72 hrs), mentally-handicapped, or an unconscious victim: amplify 3 most positive, probative sample after Quant Trio screen. For cases with a female assailant: amplify the 3 most probative samples.
Concentration/Purification	Microcon DNA FastFlow
Undocumented Artifacts	Permission to send to kit vendors
CE & ANALYSIS	
Instrument	3500xL Hamilton approved for CE setup
Analysis Software	GMID-IDX v 1.5 or above
Thresholds	Per SOP, For references amplified with reduced volume of 6uL: ST is 1000RFU
Statistics	RMP, STRmix
OL/TRIs	Reload OLs - can confirm within the case, reamp TRI
REPORTS & ALLELE TABLES	
Individual Allele Tables	None - STRmix No control information needed
Deducing	Perform STRmix deconvolutions on all applicable probative samples, including single source profiles which are not consistent with a submitted elimination reference.
Statistics	Nostats for non probative comparisons. When generating STRmix IR - use the N ST 2017 African American, Caucasian, Hispanic, and Asian databases. Use a theta value of 0.02 for the Asian database. Report the lowest LR from the 4 populations.
Composite Profiles	N
No ref & clean EF	When a victim reference is not submitted, if applicable you can use a clean epithelial fraction to deduce; include if male quant is ok so long as single source female profile, reach out if no suitable sample available.
RBS	Follow current SOP
Victim/ Suspect Names	List victim and suspect names on report even if no references are submitted. Include additional case number on the report, add "Not Listed" if not available.
BodeMatch	BodeMatch will only be used to search Ventura County profiles in samples analyzed concurrently in order to evaluate the DNA typing results for potential contamination, determine the source of contamination when detected, and to ensure that the contaminating profiles were not misidentified as DNA profiles from perpetrators. Aside from this limited exception, Ventura County victim DNA profiles and DNA profiles collected for elimination will not be searched against DNA profiles in Bode's possession that are associated with criminal investigations.
CONTACT PERSON(S) –REPORTS	
Name (Title)	Shanin Barrios, Supervising Forensic Scientist
Email	Shanin_barrios@ventura.org
Address	VCSO FSB CIO Shanin Barrios 800 South Victoria Avenue Ventura, CA 93009
UPLOAD / SHIPMENT	
Case Files OR Binders	Binders separated by CODI S/NON-CODI S/NEG
UPLOAD to submitting agency via FTP	Upload binders, cross reference list, controls, core forms, COCs, 3500 data
EVIDENCE/EXTRACT RETURN	
Evidence/Extract Returns	Substrates - for consumed samples EF Lysates/Ampproduct - dispose after notification that the results are reviewed Extracts - return frozen Reagent Blanks - return frozen
CONTACT PERSON(S) –EVIDENCE RETURNS	
Name (Title)	Shanin Barrios, Supervising Forensic Scientist
Email	Shanin_barrios@ventura.org
Address	VCSO FSB CIO Shanin Barrios 800 South Victoria Avenue Ventura, CA 93009
CONTACT PERSONS –OVERALL PROJECT	
Name (Main POC)	Shanin Barrios, Supervising Forensic Scientist
Email	shanin_barrios@ventura.org
Name (Technical Leader)	Suzette Sanders, Supervising Forensic Scientist/Technical Leader
Email	Suzette.sanders@ventura.org
Name (Invoicing)	Graciela Zamora, Senior Accountant
Email	Graciela.zamora@ventura.org
TURNAROUND TIME	
TESTIMONY	
Fee	List price

Suzette

Sanders

Digitally signed by: Suzette Sanders
DN: CN = Suzette Sanders C = US
OU = Technical Leader
Date: 2023.01.13 17:20:44 -07'00'
Reason: I am approving this document

COMPENSATION SCHEDULE

Payment terms are Net 30 Days upon receipt of invoice, in arrears for services rendered.* Reimbursement for travel and expenses are to be in accordance with the County's expense reimbursement policy (Administrative Manual). Not to exceed amount for year one (1) of three (3) year contract is \$500,000.00.

Unit Pricing	Unit Price
Sexual Assault Kit Testing	
SAK - Negative case. Unit price includes up to four (4) evidentiary samples contained within the SAK will be extracted and quantified. Unless the victim is less than 12 year old, in which case all evidentiary samples in the SAK will go through at least the inaction and quantification portion of testing. No samples proceed to STR typing.	\$895.00
SAK - Single Assailant case. Positive for male DNA. Unit price includes up to four (4) evidentiary samples contained within the SAK will be enacted and quantified. Unless the victim is less than 12 year old, in which case all evidentiary samples in the SAK will go through at least the extraction and quantification portion of testing. Includes SIR testing of up to two (2) evidentiary samples and one (1) reference sample.	\$1,195.00
SAK - Multiple Assailant case. Positive for male DNA. Unit price includes up to four (4) evidentiary samples contained within the SAK will be extracted and quantified. Unless the victim is less than 12 year old, in which case all evidentiary samples in the SAK will go through at least the extraction and quantification portion of testing. Includes SIR testing of up to three (3) evidentiary samples and up to two (2) reference samples for multiple assailant cases, single assailant cases with consensual partner and any case where the victim is incapable of describing the event.	\$1,545.00
Forensic DNA Testing - Additional items	
Additional reference samples submitted after case is reported.	\$805.00
* Testimony. Includes daily fees plus travel expenses	Addl days: \$2000/day plus travel expenses