

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**SERVICE AGREEMENT FOR DRUG TESTING SERVICES
FOR DWI DRUG COURT PROGRAM**

This Service Agreement for the Provision of drug testing services (this "Agreement") is made by and between the El Paso County, hereinafter referred to as "the County," on behalf of County Criminal Court Number Two, DWI Drug Court Program, hereinafter referred to as "CCR2 DWI Drug Court," and Redwood Toxicology Laboratory, Inc., hereinafter referred to as "Contractor," for the provision of Drug Testing services.

I. PURPOSE: The purpose of this Agreement is to provide for the provision of Drug Testing services for the CCR2 DWI Drug Court Program.

II. SCOPE OF WORK:

- 2.1 DWI Court Staff will collect urine samples from participants and send via FEDEX to Contractor.
- 2.2 DWI Drug Court will notify the Contractor with the participant's name and to describe the type of testing that is requested by the Court.
- 2.3 Contractor shall drug test between 250 to 300 DWI Drug Court samples. Samples will be tested at Contractor's laboratory as instructed by the Court.
- 2.4 Contractor shall be in contact with DWI Drug Court staff mainly through email and telephone. Results must be immediately forwarded to the Court via email upon availability.
- 2.5 Contractor is required to testify telephonically to the Court in case a positive result needs to be challenged for validity; amount collected and whatever other questions that might arise in court by the participant's attorney. Contractor must have knowledge as to science behind the collection and testing of hair and urine samples.
- 2.6 Contractor is to bill on a monthly basis. Invoices must contain the name of the participant, the type of test conducted, a cost per participant and the name of the laboratory staff member that witnessed and performed the drug test. Invoices are to be sent to the DWI Drug Court to the attention of the Court/Compliance Officer of the DWI Drug Court program.

III. COST

- 3.1 Price shall be for cost per specimen in groups of five (5) each for the following:
 - 647 ETG/ETS - \$9.95
 - 6473-K2 - \$22.10
 - P28 – 5 Panel - \$7.00
 - GCMS - \$9.50 per drug confirmed upon request
- 3.2 All supplies for Drug Testing are included in costs as listed in section 3.1.
- 3.3 Total amount of this agreement shall not exceed \$3000.00.

IV. COMPENSATION:

- 4.1 Within thirty (30) days of receipt of an itemized invoice from Redwood Toxicology Laboratory, Inc., The County shall pay Contractor for the provision of appropriate and required professional drug testing services.

V. TERM AND TERMINATION:

- 5.1 Term: This Agreement shall be effective on May 13th 2014, regardless of the date of execution by the parties, and shall continue until May 12th 2015.
- 5.2 Termination: The County and Contractor may mutually agree to terminate this Agreement at any time by giving thirty (30) day written notice, sent certified mail (Return Receipt Requested) to terminate. Contractor may terminate this Agreement without cause by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this Agreement without cause by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this Agreement without notice immediately in the event Contractor fails to comply with any provision of this Agreement. Contractor shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice shall be made to:

El Paso County
Veronica Escobar, County Judge
500 E. San Antonio, Room 704
El Paso, Texas 79901

County Criminal Court Number 2
DWI Drug Court
Robert Anchondo, Judge
500 E. San Antonio, Room 704
El Paso, Texas 79901

Redwood Toxicology Laboratory, Inc.
Barry Chapman, Chief Financial Officer
3650 Westwind Boulevard
Santa Rosa, California 95403

VI. HIPPA

Contractor shall ensure that all files and records generated or created, pursuant to this contract containing individually, identifiable health information in electronic, paper and oral form also known as protected health information (PHI) is maintained and/or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

VII. INDEPENDENT CONTRACTOR RELATIONSHIP: Nothing contained in this Agreement shall be construed as creating the relationship of employer and employee between Redwood Toxicology Laboratory, Inc. and the County. Redwood Toxicology Laboratory, Inc. shall be deemed at all times to be an independent contractor. In carrying out the terms of this Agreement, Redwood Toxicology Laboratory, Inc. shall select its own employees and such employees shall be and act under its control.

VIII. AUDIT: Upon reasonable notice, the County shall have the right to audit, at its expense, all amounts due under this Agreement to verify compliance with the terms of this Agreement. Redwood Toxicology Laboratory, Inc. shall allow the County or its agent reasonable access to its records relevant to this audit.

XII. MISCELLANEOUS

12.1 This Agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in El Paso County, Texas. Venue for any legal proceedings shall be in El Paso County, Texas.

12.2 This Agreement expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by both of the parties.

12.3 No party shall have the right to assign or otherwise transfer any rights, interests, or obligations under this Agreement without prior written consent of the other parties.

12.4 If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement, provided that any invalid provision is not material to the overall purposes and operation of this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

12.5 This Agreement may be amended in writing to include any amended provisions that may be agreed to by the parties.

12.6 The terms and provisions contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, respective successors in interest, legal representatives and assigns, except as otherwise herein expressly provided. No person or entity other than the parties, except governmental entities to the extent

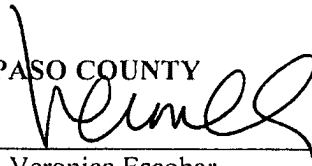
required by law, shall be entitled to bring any action to enforce this Agreement, and the terms of this Agreement are intended solely for the benefit of, and enforceable only by, the parties or their respective successors in interest or assigns as permitted under this Agreement.

- 12.7 Except as otherwise provided, no term or condition of this Agreement shall be deemed waived except by written waiver signed by the waiving party

IN WITNESS WHEREOF, the parties execute this agreement on the date noted.

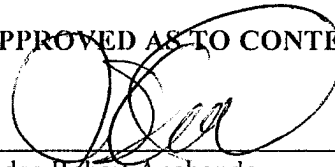
ATTEST:


County Clerk

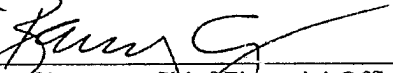
EL PASO COUNTY
By 
Hon. Veronica Escobar
El Paso County Judge
Date: 8/11/14

APPROVED AS TO FORM
FOR COUNTY:


Assistant County Attorney

APPROVED AS TO CONTENT

Judge Robert Anchondo
County Criminal Court Number Two

REDWOOD TOXICOLOGY LABORATORY, INC.

By 
Barry Chapman, Chief Financial Officer
(Signer must have legal authority to bind Corporation)