

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**SERVICE AGREEMENT FOR DRUG TESTING CUPS
AND LABORATORY CONFIRMATION SERVICES**

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 the El Paso County Juvenile Probation Department, hereinafter referred to as "JPD," and Redwood Toxicology Laboratory, 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, laboratory and on-site drug screening supplies for the El Paso County Juvenile Probation Department and the 65th District Family Drug Court Program.

II. SCOPE OF WORK:

- 2.1 Contractor shall furnish drug testing laboratory confirmation services and/or on-site drug screening kits for the El Paso County Juvenile Probation Department and the 65th District Family Drug Court Program.
- 2.2 Contractor shall provide LOD confirmatory testing utilizing GC/MS technology at a minimum on all submitted urine specimens that screen positive using the point-of-collection devices and that creatinine levels be provided on all specimens.
- 2.3 Contractor shall furnish all required chain of custody forms, bags, shipping labels and containers.

III. LABORATORY SERVICES

- 3.1 Laboratory must be certified by the Clinical Laboratory Improvement Amendments (CLIA) or the Substance Abuse and Mental Health Administration (SAMHSA) for drug of abuse testing in human urine.
- 3.2 At a minimum provide urine drug screening for Alcohol (ethanol), Marijuana, MDMA, Amphetamines, Methamphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Opiates, PCP, Dextromethorphone, Propoxyphene, Buprenorphine, Ethyl Glucuronide, Ethyl Sulfate (EtG/EtS), Meperidine, Methaqualone, and Oxycodone, as well as specialty drugs such as Synthetic Cannabinoids (K2/Spice), Designer Stimulants (Bath Salts) Tramadol, Fentanyl, GHB, LSD, and Steroids.

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- 3.3 Upon request, the laboratory shall perform adulteration testing (i.e., creatinine, specific gravity, pH, etc...) and immunoassay.
- 3.4 All results must be reported to the lowest level of detection (LOD) and include creatinine levels for every specimen tested.
- 3.5 Laboratory offer confirmation services for designer drugs such as synthetic marijuana and bath salts which includes testing for the JWH-018 and JWH-073.
- 3.6 Laboratory must be able to provide a Liquid Chromatography/Mass Spectrometry/ Gas Chromatography confirmation on specimens as required by the metabolite identified in the screening test.
- 3.7 Laboratory shall provide urine testing for ethyl glucuronide (EtG) and ethyl sulfate (EtS) alcohol metabolite upon request.
- 3.8 Contractor shall provide all necessary supplies to perform urine alcohol and drug testing at no additional cost. This includes all chain of custody supplies, including:
- Specimen collection containers/bottles
 - Specimen baggies with absorbent material
 - Chain of Custody forms/labels of various configurations
 - Security Seals
 - Temperature strips (available upon request)
 - Pre-paid Mailers
 - FedEx/UPS overnight service lab packs
 - Next-day air service of inbound specimens provided at no charge when five (5) or more urine and/or oral fluid specimens are combined in shipment. Fewer than five (5) specimens sent to the lab by next-day air service will be assessed a seven dollar (\$7.00) charge per shipment.
- 3.9 Reporting capabilities shall by default be made available through the internet. Fax summary and/or hard copy reports shall be made available upon request.
- Results available securely over the internet at <https://toxaccess.redwoodtoxicology.com>
 - Results communicated by fax (for agencies that do not require HIPPA compliance)
 - Daily summary of multiple specimen results on one page
 - Hard copies of results reports sent by mail upon request.
- 3.10 All positive results confirmed by GC/MS shall be reported to the El Paso County Juvenile Probation Department within forty-eight (48) hours of receipt of specimen by the vendor.
- 3.11 EtG/EtS tests performed by LC/MS will be reported to the El Paso County Juvenile Probation Department within seventy-two (72) hours of receipt of specimen by Contractor.

- 3.12 Laboratory must provide cost schedule for all expenses related to providing expert witness testimony.
- 3.13 Contractor shall provide cost schedule pricing and description of customer service and support available to the El Paso County Juvenile Probation Department.
- 3.14 All urine specimens testing positive for drug(s) and/or metabolites shall be stored for at least six (6) months. Negative specimens will be stored for 2 days.
- 3.15 Chain of custody records, documentation and analytical records are maintained in secure storage for a period of not less than three (3) years.

IV. ON-SITE SCREENING

- 4.1 Urinalysis screening product should be on-site cups that provide multiple a minimum of six (6) panel cups.
- 4.2 Contractor must provide multiple panel cups for at least all of the following drugs of abuse: Marijuana (THC), Cocaine, Amphetamines, Barbiturates, and Opiates.
- 4.3 Urinalysis screening product results must be specific as to drug classification with reliable immunoassay that is easy to read with clearly distinguished positive or negative results.
- 4.4 Urinalysis screening products with built in adulterant panels are highly desirable but not required.
- 4.5 All urinalysis screening products shall provide results in approximately five (5) minutes and shall include integrated temperature strips.
- 4.6 Urinalysis screening products shall meet the current SAMHSA cur off levels and must be specified on the manufacturers packaging inserts.
- 4.7 All screening products shall be approved by the F.D.A.
- 4.8 Shelf life for all supplies shall be a minimum of 365 days from shipment date.
- 4.9 Contractor shall provide complete on-site training of personnel to include implementation, operations and troubleshooting, free of charge at a minimum of once per fiscal year.
- 4.10 A complete cost per kit with specification must be included. This cost shall include all associated costs to include supplies, materials, and shipping.
- 4.11 Contractor must provide a minimum of 2 kits for each integrated cup.

V. TRAINING

5.1 Contractor shall provide complete on-site training to JPD personnel to include implementation, operations and troubleshooting, free of charge at a minimum of once per fiscal year, including on-line training modules.

VI. COST

6.1 Price shall be for cost per specimen for GC/LC/MS
\$6.00 per standard screen one Drug Standard Lab Panel LC/GS/MS
\$9.50 per GC/MS confirmation on-site devices

6.2 Expert witness services through written affidavit, telephonically provided at no charge. Representative testimony for in person in court \$350.00 per day, plus travel, a daily meal per-diem and hotel cost not to exceed the County, State rates, and any other related travel cost.

6.3 Cost per on-site screening cups and specimen for GC/LC/MS (Attachment A)

VII. COMPENSATION:

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

7.2 Bills for services received by JPD from Redwood Toxicology Laboratory, Inc. before the execution of this Agreement but not paid as of the time this Agreement is signed shall be paid under the rate stated in Section VI. of this Agreement and will be paid within thirty (30) days of the execution of this Agreement.

VIII. TERM AND TERMINATION:

8.1 Term: This Agreement shall be effective on January 1st 2012, regardless of the date of execution by the parties, and shall continue until December 31st 2014. The County shall have the option to renew this Agreement for (2) one year terms upon the same terms and conditions contained in this Agreement by providing written notice to the Contractor. Any such extensions are subject to availability of funds provided and approved by Commissioner's Court.

8.1 Termination: JPD 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 JPD

Chief Juvenile Probation Officer
Enrique H. Pena Juvenile Justice Center
6400 Delta Drive
El Paso, Texas 79905

Contractor

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

IX. 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) and Chapter 58 of the Texas Family Code.

X. 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/JPD. 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.

XI. AUDIT: Upon reasonable notice, JPD 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 JPD 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:

Debra Suarez
County Clerk

EL PASO COUNTY

By Veronica Escobar
Hon. Veronica Escobar
El Paso County Judge
Date: 3/3/14

APPROVED AS TO FORM
FOR COUNTY:

La R. Key
Assistant County Attorney

APPROVED AS TO CONTENT

Roger Martinez
Chief Juvenile Probation Officer

REDWOOD TOXICOLOGY LABORATORY, INC.

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

Pricing Sheet

iCup A.D. SUBSTANCE ABUSE TEST DEVICE – with adulteration:

- 011022022 – 6 Panel COC/THC/OPI/AMP/mAMP/BZO (OX, SG, PH) - \$2.08/ device
- 011022023 – 6 Panel COC/THC/OPI/AMP/mAMP/PCP (OX, SG, PH) (CLIA WAIVED) - \$2.08/device
- 011022037 – 6 Panel COC/THC/OPI/AMP300/OXY/MDMA (OX, SG, PH) - \$2.08/device
- 011022038 – 8 Panel COC/THC/OPI/AMP/mAMP/PCP/BZO/BAR (OX, SG, PH) - \$2.35/device
- 011022069 – 8 Panel COC/THC/MOP/AMP/mAMP/BZO/OXY/PCP (OX, CR, PH) – \$2.35/device
- 011022039 – 9 Panel COC/THC/OPI/AMP/mAMP/PCP/BZO/BAR/MTD (OX, SG, PH) - \$2.50/device
- 011022074 – 10 Panel COC/THC/OPI/AMP/mAMP/BZO/BAR/OXY/MTD/PPX (OX, CR, PH) - \$2.65/device
- 011022129 – 10 Panel COC/THC/OPI/AMP/mAMP/PCP/BZO/BAR/MTD/TCA (OX, SG, PH, NI, GL, CR) - \$2.65/device
- 011022027 – 12 Panel COC/THC/OPI/AMP/mAMP/PCP/BZO/BAR/MTD/TCA/OXY/PPX (OX, SG, PH) - \$4.45/device

INTEGRATED CUPS SUBSTANCE ABUSE TEST DEVICE:

- 011022007 – 6 Panel COC/THC/OPI/mAMP/MDMA/OXY - \$2.08/device
- 011021984 – 6 Panel COC/THC/OPI/AMP/mAMP/BZO - \$2.08/device
- 011021972 – 6 Panel COC/THC/OPI(2000)AMP/mAMP/PCP (CLIA WAIVED) - \$2.08/device
- 011022008 – 8 Panel COC/THC/OPI(2000)/AMP/mAMP/PCP/BZO/BAR - \$2.35/device
- 011022140 – 9 Panel COC/THC/OPI/mAMP/BAR/BZO/MTD/OXY/PPX w/ adulteration (OX, SG, PH) - \$2.50/device
- 011021985 – 10 Panel COC/THC/OPI(2000)/AMP/mAMP/PCP/BZO/BAR/MTD/MDMA - \$2.65/device
- 011022096 – 12 Panel COC/THC/MOP/AMP/mAMP/BZO/BAR/MTD/MDMA/OXY/BUP/PPX - \$4.45/device