

AGREEMENT FOR SERVICES

This agreement for laboratory testing services is made this 1st day of July 1, 2013 between One Source Toxicology Laboratory, Inc. 1213 Genoa Red Bluff Road, Pasadena, Texas 77504 and Johnson County ("County") its place of business for Juvenile Services is located at 1102 E. Kilpatrick, Suite C. Cleburne, TX 76031 ("County Address").

Whereas, "County" desires to have One Source Toxicology Laboratory provide certain laboratory services to and on behalf of its business units, direct customers and "re-sellers", and One Source Toxicology Laboratory is willing to provide such services under the terms and conditions set forth in this agreement;

Now therefore, the parties agree as follows:

1. **Testing Services.** One Source Toxicology Laboratory shall provide analytical services for each specimen submitted to One Source Toxicology Laboratory by "County", any of its business units, its direct customers and its "re-seller's" customers.
 - 1.1 One Source Toxicology Laboratory will screen and confirm, by Gas Chromatography/Mass Spectrometry (GC/MS) all specimens submitted.
 - 1.2 One Source Toxicology Laboratory will retain custody of all confirmed positive urine specimens, under chain of custody and in frozen conditions as per SAMHSA regulations.
2. **Report of Results.** One Source Toxicology Laboratory will report all test results, in a timely manner, via electronic telecommunications.
 - 2.1 One Source Toxicology Laboratory shall provide "County" with reporting via internet for test results and additional specimen information.
3. **Statistical Reports.** One Source Toxicology Laboratory will provide, on a biannual basis, and as requested by "County", statistical reports of the test results during the reporting period.
4. **Supplies.** One Source Toxicology Laboratory shall provide chain of custody forms, urine collection supplies, blood collection supplies, shipping containers and security seals for proper specimen collection and proper shipment of the specimen. Additionally, One Source Toxicology Laboratory shall provide written instruction for collection facilities detailing the proper collection procedures and proper methods of completing the chain of custody form.
 - 4.1 Shipment of supplies shall be at no cost to "County", unless "County" requests supplies be shipped overnight; overnight expenses will be at cost.
5. **Transportation of supplies and specimens.** One Source Toxicology Laboratory will be responsible for all transportation costs and arrangements unless or if "County" chooses to provide any or all transportation.

6. **Laboratory Standards.** One Source Toxicology Laboratory represents and warrants that it is in compliance with federal and state laws, rules and regulations applicable to the licensing and operation of a SAMHSA/DHHS certified laboratory. It further represents and warrants that it is now and will remain licensed/accredited in all fifty United States of America. Should One Source Toxicology Laboratory lose or cancel any such certification, it shall notify "County" immediately of said changes in its licensing/accreditation.

7. **Pricing for Services and Terms of Renewal.** "County" shall pay One Source Toxicology Laboratory for services performed under this agreement.

7.1 Non-DOT Drug Screen with Confirmation of One Drug\$12.00/each
(Includes shipping and reporting of quantitative levels)

GC/MS Confirmation Only of One Drug.....\$18.00/each
(Includes shipping and reporting of quantitative levels)

EtG/EtS Alcohol Test.....\$17.00/each

7.2 Upon annual contract renewal, should One Source Toxicology Laboratory anticipate increases or decreases in rates, or changes in service, it shall notify "County", in writing, with 60 days advance notice of said changes, if "County" does not agree to said changes, One Source Toxicology Laboratory and/or "County" may then terminate this agreement upon providing 60 days written notice of its intent to do so to the other party.

7.3 The initial term of this agreement shall be from July 1, 2013 through June 30, 2014.

7.4 This agreement shall be automatically renewed for an additional term of one year following the initial term or any renewal term unless either party notifies the other, in writing, with 60 days notice before the end of the term of its intention not to renew.

7.5 Should termination of this contract because of breach of any part of the contract, or for non-performance or sub-standard performance be anticipated by either party, that party shall provide 60 days written notice to the other party and request a remedy plan to resolve the breach. If a satisfactory remedy can not be reached, the party shall notify the other party of its intent to terminate the contract in 30 days.

7.6 If "County" terminates contract without just cause the "County" agrees to reimburse One Source Toxicology Laboratory for set up and supplies.

8. **Terms of Payment.** One Source Toxicology Laboratory shall submit invoices to "County" on a monthly basis for services performed under this agreement.

8.1 "County" shall pay the billed amount within 31 days after receipt of invoice, and may, at its option, make such payment electronically.

9. **Litigation Support.** One Source Toxicology Laboratory will provide litigation support packages at "County's" request.

9.1 One Source Toxicology Laboratory shall provide expert witness testimony if required or requested by "County" or its customers/"re-sellers". The "County"

shall pay One Source Toxicology Laboratory an hourly rate, agreed upon by both parties, plus reimbursement of all travel expenses incurred in providing such expert witness testimony.

Affidavit Preparation	\$50.00/each
Litigation Package Preparation	\$150.00/each
Telephone Testimony	\$50.00/Hour (1 Hour Minimum)
Courtroom Testimony	\$150.00/Hour (2 Hour Minimum)

10. Indemnification. One Source Toxicology Laboratory warrants to "County" that its laboratory testing policies, procedures and practices do and at all times will comply with governmental laws, rules and regulations.

10.1 In consideration of "County" using One Source Toxicology Laboratory as a testing laboratory, One Source Toxicology Laboratory agrees to defend, indemnify and hold "County", its directors, officers, agents, employees and its customers/"re-sellers" harmless from all loss and necessary /reasonable expense, including court costs and attorney's fees arising from the failure of One Source Toxicology Laboratory's testing policies, procedures or practices to comply with any applicable governmental law, rule, or regulation.

11. Risk of loss. One Source Toxicology Laboratory and "County" hereby agree that no duty, responsibility, or liability on the part of One Source Toxicology Laboratory will arise until the specimen(s) subject of this Agreement arrives in the physical care, custody and/or control of One Source Toxicology Laboratory. Any and all risk of loss to any specimen(s) will not pass to One Source Toxicology Laboratory until the specimen(s) subject of this agreement arrives in the physical care, custody and/or control of One Source Toxicology Laboratory. For the purposes of this section, the term "physical care, custody and/or control" shall mean actual physical possession of the specimen(s) at 1213 Genoa Red Bluff Road, Pasadena, TX 77504. The term "physical care, custody and/or control" does not mean in the care, custody, and/or control of any agent, courier, or transportation company, even if said agent, courier, or transportation company was chosen by, hired by, or under contract with, One Source Toxicology Laboratory.

12. General Liability Insurance. One Source Toxicology Laboratory will maintain commercial general liability insurance of \$1,000,000.00 for personal coverage and \$3,000,000.00 for products completed operations.

13. Non-Exclusivity. This agreement is non-exclusive. However, although "County" would not normally have any obligation to submit any specimens or particular number of specimens to One Source Toxicology Laboratory for testing, it recognizes that One

Source Toxicology Laboratory is providing exceptional rates based upon collective testing volume.

14. Entire Agreement and Attachment. This agreement represents the entire agreement of the parties. This agreement can be amended or modified only by written document signed by both parties.

15. Assignment. This agreement shall not be assignable by either party without the written consent of the other except in connection with a corporate reorganization, merger or sale of substantially all of the assets of either party.

15.1 Should either party assign this contract to a third party, under the terms specified above, this agreement shall be binding, in full force, upon the third party.

16. Governing Law. This agreement shall be governed by and construed under the laws of the State of Texas. In case any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof in this agreement and will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. Venue for any action arising under this contract shall be in Johnson County, Texas

In Witness Whereof, the parties hereto have executed this agreement as of the date written above.

EXHIBIT A INCORPORATED

The terms and provisions set forth in Exhibit "A", Juvenile Contract Terms Addendum are attached here to and incorporated here in for all purposes, and if in conflict with the terms of this document, the terms of Exhibit "A" shall prevail.

Accepted By:

Johnson County
Juvenile Probation
County Name

One Source Toxicology Laboratory:

OST State of Texas Vendor ID # 1760608760300

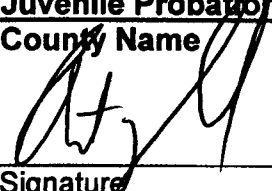

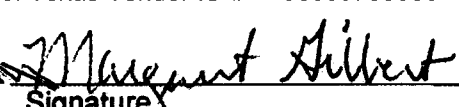
 _____ Signature	 _____ Signature	 _____ Signature
Robert Mayfield _____ Printed Name	Roger Harmon _____ Printed Name	Margaret Gilbert _____ Printed Name
Juv. Board Chairman _____ Title	County Judge _____ Title	Sales Manager _____ Title
8/16/13 _____ Date	10-28-13 _____ Date	9/9/13 _____ Date

Exhibit "A"

JUVENILE CONTRACT TERMS

ADDENDUM

This agreement is between **Johnson County** and **One Source Toxicology Laboratory** hereinafter known as **SERVICE PROVIDER**.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Johnson County, Texas.
2. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act.
3. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
4. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted.
5. The parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an Agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.
6. Pursuant to Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due and pursuant to Texas Government Code, an overdue payment bears interest at the rate of 1 percent each month. Therefore, all provisions to the contrary are hereby deleted.
7. **SERVICE PROVIDER** agrees to account separately for the receipt and expenditure of any and all funds received from Johnson County under this contract.
8. **SERVICE PROVIDER** shall retain all records for a minimum of three years or until any pending audits and all questions arising there from have been resolved and shall make available for the Texas Juvenile Probation Commission inspection, all contractual agreements with any **SERVICE PROVIDER** subcontractors.
9. **SERVICE PROVIDER** will take affirmative action to ensure that applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age, or handicap.
10. **SERVICE PROVIDER** agrees that it shall adopt and implement work place guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines

regarding confidentiality of AIDS and HIV related medical information for employees, clients, staff and residents served by the Juvenile Probation Department.

11. No officer, member or employee of Johnson County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

12. Services provided under this agreement shall be provided in accordance with all applicable state and federal laws and regulations pertinent to the SERVICE PROVIDER'S provision of services.

13. SERVICE PROVIDER certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

14. SERVICE PROVIDER certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The SERVICE PROVIDER states that it is not ineligible to receive State or Federal funds due to child support arrearages.

15. In the event of any conflict between either the terms and provisions of this addendum and the terms and provisions of those contractual provisions tendered to Johnson County, this addendum shall control.


16. Upon reasonable request from Johnson County Juvenile Services or the Johnson County Attorneys Office, Service Provider's employees and agents who have contact with juveniles and their families or who provide program services shall testify in court and shall NOT require a subpoena or fail to testify based upon lack of a subpoena, or residing, working, or otherwise being beyond the range of a subpoena.

APPROVED AS TO FORM AND CONTENT:



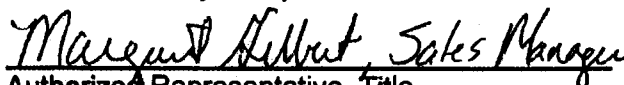
Johnson County Judge

10-28-13
Date



Johnson County Juvenile Board Chairman

9/12/13
Date



Marguerite Herbert, Sales Manager
Authorized Representative, Title
SERVICE PROVIDER

9/9/13
Date