

**Approved**

**REQUEST FOR AGENDA PLACEMENT FORM**

**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

**SUBMITTED BY:** Cristy Malott

**TODAY'S DATE:** 9-26-2018

**DEPARTMENT:** Juvenile Services

**SIGNATURE OF DEPARTMENT HEAD:**



**REQUESTED AGENDA DATE:** 10-5-2018

**SPECIFIC AGENDA WORDING:** One Source Toxicology Laboratory Agreement for Services

**PERSON(S) TO PRESENT ITEM:** Cristy Malott

**SUPPORT MATERIAL: (Must enclose supporting documentation)**

**TIME:** 1 min

**ACTION ITEM:** X

**WORKSHOP:**

(Anticipated number of minutes needed to discuss item) **CONSENT:**

**EXECUTIVE:**

**STAFF NOTICE:**

**COUNTY ATTORNEY:** X

**IT DEPARTMENT:**

**AUDITOR:**

**PURCHASING DEPARTMENT:**

**PERSONNEL:**

**PUBLIC WORKS:**

**BUDGET COORDINATOR:**

**OTHER:**

**\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\***

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

**One Source Toxicology Laboratory, Inc.**

Wholly owned subsidiary of Employer Support Services, Inc. (ESSI)

1213 Genoa Red Bluff Pasadena, TX 77504

Toll Free: 888-747-3774 Fax: 281-998-8587 www.onesourcetox.com

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## **AGREEMENT FOR SERVICES**

This agreement for laboratory testing services is made this 6th day of September, 2018 between One Source Toxicology Laboratory, Inc., 1213 Genoa Red Bluff Road, Pasadena, Texas 77504 and Johnson County Juvenile Probation ("Company") its principal place of business located at 1102 E. Kilpatrick, Suite C. Cleburne, TX 76031 ("Company Address").

Whereas, "Company" 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 "Company", 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 "Company" 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 "Company", 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 "Company", unless "Company" requests supplies be shipped overnight; overnight expenses will be at cost.

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5. **Transportation of supplies and specimens.** One Source Toxicology Laboratory will include all transportation costs for drug tests at a fee listed in the fee schedule below.

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 "Company" immediately of said changes in its licensing/accreditation.

7. **Pricing for Services and Terms of Renewal.** "Company" shall pay One Source Toxicology Laboratory for services performed.

7.1 Non-DOT Drug Screen with Confirmation of One Drug .....	\$12.00/each
GC/MS Confirmation Only of One Drug.....	\$18.00/each
EtG/EtS Alcohol Test.....	\$17.00/each
Rejection Fee.....	\$10.00
Shipping Fees:	
One (1) Specimen Bag shipped UPS to OST.....	\$16.00
Two (2) Specimen Bags shipped UPS to OST.....	\$8.00
Three (3) Specimen Bags shipped UPS to OST.....	\$5.33
Four (4) Specimen Bags shipped UPS to OST.....	\$4.00
Five (5) Specimen Bags shipped UPS to OST.....	\$3.20
Six (6) or more Specimen Bags shipped UPS to OST are free.	

*(Please fill your UPS Shipping Bag with as many samples as possible even if you hold a specimen for a day or so. UPS shipping fees are subject to change.)*

7.2 Upon annual contract renewal, should One Source Toxicology Laboratory anticipate increases or decreases in rates, or changes in service, it shall notify "Company", in writing, with 60 days advance notice of said changes, if "Company" does not agree to said changes, One Source Toxicology Laboratory and/or "Company" 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 September 6, 2018 through September 5, 2019.

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

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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 cannot be reached, the party shall notify the other party of its intent to terminate the contract in 30 days.

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

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

8.1 "Company" shall pay the billed amount within 30 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 "Company's" request.

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

Document Preparation ..... \$150.00

Telephone Testimony.....\$100.00/Hour  
(1 Hour Minimum)

Courtroom Testimony.....\$250.00/Hour  
(2 Hour Minimum)

10. **Indemnification.** One Source Toxicology Laboratory warrants to "Company" 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 "Company" using One Source Toxicology Laboratory as a testing laboratory, One Source Toxicology Laboratory agrees to defend, indemnify and hold "Company", 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.

10.2 In consideration of One Source Toxicology Laboratory providing services to "Company", the "Company" agrees to indemnify, defend and hold One Source Toxicology Laboratory and its directors, officers, agents and employees harmless from any loss, liability, costs and expense, including attorney's fees and court costs, arising out of, or resulting from, any actions taken by "Company" or its customers, with the testing results received from One Source Toxicology Laboratory.

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11. **Risk of loss.** One Source Toxicology Laboratory and "Company" 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 "Company" 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.

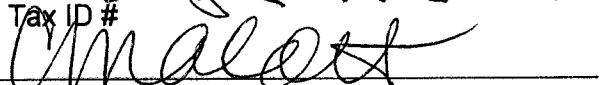
**One Source Toxicology Laboratory, Inc.**  
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**In Witness Whereof**, the parties hereto have executed this agreement as of the date written above.

**Accepted By:**

**Johnson County Juvenile Probation:**  
**Company Name**



Tax ID #  
  
Signature

Cristy Malott  
Printed Name

Director  
Title

9-26-18  
Date

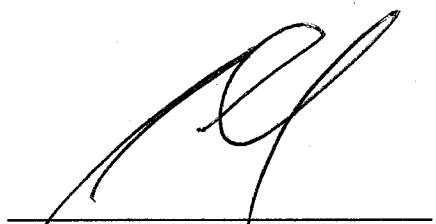
**One Source Toxicology Laboratory:**

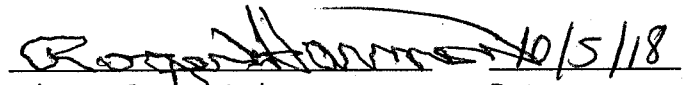
  
Signature

Kathy Ripley  
Printed Name

Sales Coordinator  
Title

09/06/18  
Date

  
Chairman, Juvenile Board  
Johnson County  
9-26-18  
Date

  
Johnson County Judge  
10/5/18  
Date

## Exhibit "A"

### JUVENILE CONTRACT TERMS

#### ADDENDUM

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This Addendum is a part of an agreement made between **Johnson County** and **One Source Toxicology Laboratory, Inc.** hereinafter known as **SERVICE PROVIDER**. The primary agreement is identified as **AGREEMENT FOR SERVICES**. This Exhibit "A" addendum is being incorporated into said agreement for all purposes.

#### General Legal and Regulatory Compliance

1. SERVICE PROVIDER shall comply with all state and federal laws, regulations, standards, policies, and procedures applicable to SERVICE PROVIDER and provision of services.
2. The SERVICE PROVIDER shall keep all applicable certification and/or licenses current. SERVICE PROVIDER shall provide COUNTY with proof of current state license, certification, or other necessary regulatory permits, and similar documents. A copy of such documents should be delivered to Johnson County Juvenile Services office and made a part of the Service Provider's file with the County upon execution of this contract. This requirement applies to subcontractor who supplies or provides any subcontracted service under this contract. Additionally, proof of current licenses or certifications shall be provided on an annual basis, regardless of the dates of renewal or the dates of this contract.
3. SERVICE PROVIDER shall provide professional credentials and licensing of staff as applicable.
4. SERVICE PROVIDER shall notify COUNTY within 7 days should any license be suspended or revoked.
5. SERVICE PROVIDER shall disclose any pending or initiated criminal or governmental investigations related to service provider (e.g., FBI, DOJ, TJJJ, etc.). This disclosure shall be made in writing and shall be made within 7 days of Service Provider becoming aware of such investigation.
6. 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. Any action brought in Federal Court shall be brought in the Northern District of Texas, Dallas division.

#### Accounting, Reporting and Auditing Requirements

7. The County will monitor the SERVICE PROVIDER and exercise reasonable care to enforce all terms and conditions of this contract. SERVICE PROVIDER agrees to fully cooperate in the monitoring process.
8. SERVICE PROVIDER understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

9. SERVICE PROVIDER shall **certify eligibility to receive state funds** under Section 231.006 of the Texas Family Code regarding child support. Further in accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five (25%) or more of SERVICE PROVIDER is more than thirty (30) days delinquent in paying court ordered child support. Completion of TJJD-FIS-180 will satisfy this requirement. SERVICE PROVIDER fully acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. Further, by signing this Addendum SERVICE PROVIDER states and certifies as follows:

“Under Section 231.006, Family Code the SERVICE PROVIDER certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

10. SERVICE PROVIDER shall be a **vendor in good standing** [i.e. not on “vendor hold”] with the Texas Comptroller of Public Accounts, if applicable.
11. SERVICE PROVIDER agrees to the use of Generally Accepted Accounting Principles (GAAP).
12. SERVICE PROVIDER is hereby notified that funds received in the provision of this contract may be in whole or in part funds issued by the State. The SERVICE PROVIDER agrees to account separately for the receipt and expenditure of any and all funds paid to the SERVICE PROVIDER by the County.
13. **Payment shall be made pursuant to Chapter 2251 Texas Government Code**
- 13A. Pursuant to Texas Government Code Section 2251.021 and this Amendment, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:
- (1) the date the governmental entity receives the goods under the contract;
  - (2) the date the performance of the service under the contract is completed; or
  - (3) the date the governmental entity receives an invoice for the goods or service.
- 13B. Pursuant to Texas Government Code Section 2251.025 and this Amendment, A payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:
- (1) one percent; and
  - (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- 13C. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment
- 13D. Payment of Interest by Political Subdivision shall be pursuant to Texas Government Code Sec. 2251.027
- (a) A political subdivision shall compute interest imposed on the political subdivision under this chapter.
  - (b) The political subdivision shall pay the interest at the time payment is made on the principal.
  - (c) The political subdivision shall submit the interest payment with the net amount due for the goods or service.
  - (d) The political subdivision may not require a vendor to petition, bill, or wait an additional day to receive the interest due.



- (e) The political subdivision may not require a vendor or subcontractor to agree to waive the vendor's or subcontractor's right to interest under this chapter as a condition of the contract between the parties.

14. **SERVICE PROVIDER** shall retain all records for a minimum of **7 years** following the closure of the most recent audit report or until any pending audits, and any outstanding litigation, audit, or claim has been resolved and all questions arising therefrom have been resolved and shall make available for inspection and/or monitoring by the County, Texas Juvenile Justice Department, or any state or federal agency authorized to inspect the same.

#### **Miscellaneous Provisions**


15. **Open Records:** 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.
16. **Limitation on the Right to Bring Action:** The laws of the State of Texas, Texas Civil Practice and Remedies Code, Section 16.070, as amended shall govern limitations for the right of **SERVICE PROVIDER** to bring an action, regardless of form, thus any provision to the contrary is void.
17. **Claim for Future Revenue:** Under Texas Law, a contract with a governmental entity that contains a claim against future revenues is void, thus any provision to the contrary is void.
18. **Indemnification:** 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.
19. **Affirmative Action:** The **SERVICE PROVIDER** will take affirmative action to ensure any and all applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age or handicap.
20. **Workplace Guidelines and Confidentiality:** **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.
21. **No Person or Pecuniary Interest:** 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.
22. **No Discrimination:** **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.
23. **No Subpoena Required for Testimony:** Upon reasonable request from Johnson County Juvenile Services or the Johnson County Attorney's 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.

**24. Will not Boycott Israel or do Business with Terrorists:** SERVICE PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. SERVICE PROVIDER further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.


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.

APPROVED AS TO FORM AND CONTENT:

  
Johnson County Judge


10/5/18  
Date

Attest:

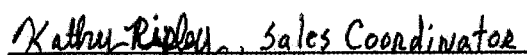
  
Johnson County Clerk,  
Becky Ivey or Deputy County Clerk



10/5/18  
Date

  
Johnson County Juvenile Board Chairman

9-26-18  
Date

  
Kathy Ripley, Sales Coordinator  
Authorized Representative, Title  
SERVICE PROVIDER

9/19/18  
Date