

NOV 9 2020

REQUEST FOR AGENDA PLACEMENT FORM

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

Approved

SUBMITTED BY: Cristy Malott

TODAY'S DATE: 10-29-2020

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD:



REQUESTED AGENDA DATE: 11-9-2020

SPECIFIC AGENDA WORDING: Consideration of Cordant Health Solutions Scope of Services & Pricing Schedule and Terms of Agreement w/ Addendum

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 _____

Cordant

Health Solutions™

Johnson County Juvenile Services
1102 East Kilpatrick, Suite C
Cleburne, TX 76031

Flagstaff Laboratory

Contact: Steve Gant Phone: 817-556-6880 E-Mail: steveg@jocotx.org Fax: 817-556-6877

SCOPE OF SERVICES & PRICING SCHEDULE

PRICING ASSUMPTIONS

Volume per month: 20

Pickup Frequency: FedEx 4 pick ups a Month

Positivity Rate: N/A

Lab Testing: Urine

URINE: LAB SCREEN

| DESCRIPTION (Please circle desired drugs) | PRICE PER TEST |
|--|----------------|
| 6 Panel (Meth/Amp, Bar, Bnz, COC, Thc, Opi) | \$9.80 |
| 7 Panel (Meth/Amp, Bar, Bnz, COC, Thc, Opi, Oxy) | \$10.00 |

URINE CONFIRMATIONS ON THE ABOVE DRUGS

| DESCRIPTION* | PRICE PER DRUG |
|------------------------------|----------------|
| Urine Confirmations LC/MS/MS | \$12.00 |

Price is dependent on lab screening being done at Cordant.

Additional Services

COURT REPRESENTATION AND TESTIMONY

| DESCRIPTION | FEE'S |
|--|----------------------------|
| In-person (1 st day of testimony) | \$150/hr. (8 hour minimum) |
| In-person (2 nd day of testimony) | \$150/hr. |
| Telephonic | No Charge |
| Skype or video-conferencing | No Charge |

Property of Cordant Health Solutions - Confidential

| | |
|-------------------|---------|
| Litigation Packet | \$75.00 |
| Affidavit | \$25.00 |

Cordant SENTRY™

EVIDENCE BASED SUBSTANCE ABUSE MANAGEMENT PROGRAM

Web-based randomization
 Local telephone line for clients to call into daily
 Call log reports date, time, phone # and caller ID
 Electronic chain of custody
 Real-time test results
 Non-compliance alerts and reports
 Full customization and on-going support of SENTRY and all features

***IMPORTANT NOTE:** *A screened positive result is considered presumptive. A small percentage of screen only positive results will not confirm by an alternative method. Therefore, for the protection of all involved parties, no punitive action should take place without the donor being afforded the opportunity to have positive screen result(s) confirmed by GC/MS, GC, or LC/MS/MS.*

SERVICES/SUPPLIES INCLUDED

Scientific Consultation:

Cordant's toxicologists and technical staff are *available 24 hours a day* to answer questions on drugs of abuse, result interpretation, adulterant testing, medication interferences, cross-reacting drugs and other related items.

GC/MS & LC/MS/MS Confirmation:

Cordant utilizes GC/MS (Gas Chromatography / Mass Spectrometry) and LC/MS/MS (Liquid Chromatography double Mass Spectrometry) as our confirmation methods providing the most definitive and accurate results.

Quantitation:

Included on all GC/MS & LC/MS/MS confirmed positives.

Adulterant Test:

Cordant offers a full adulterant test: pH, Oxidants, Specific Gravity and Uric Acid as requested. Creatinine is automatically run on every urine specimen to ensure validity of the sample.

Test Order Form:

Cordant-SENTRY™ pre-populates all client demographic information, the date, and the time of collection into the Chain of Custody form. All that needs to be entered on the SENTRY Chain of Custody form by the collector is the client and collector signatures, if the specimen temperature is within the normal range, and that it was visually observed. The security seal also needs to be initialed and dated by the client once it has been placed on the specimen vial. This allows for a faster collection process and provides a form that is legible and complete, all which support a legally defensible collection.

The SENTRY application allows the COC form to be printed with any basic printer (using 20# paper with built in security seals that we provide). The SENTRY COC form will print client demographics

including client or Case ID#, selected panel, bar code, time stamp and date on all appropriate areas of the COC.

Specimen storage in Flagstaff:

Negative specimens are held for 7 days.

Screened positive specimens are held for 6 months in freezer storage.

Confirmed positive specimens are held for 12 months in freezer storage.

Provided Specimen Collection & Transport Supplies:

- Specimen Container with Temperature Strip
- Specimen Security Bag
- Courier Bag or FedEx Supplies

Specimen Transport: FedEx or Courier (select locations) pick-ups Monday through Friday with next day delivery to Cordant Health Solutions * *A FedEx surcharge may apply when shipping less than 5 samples per bag or fewer pickup days can be chosen to help reduce your price.*

ELECTRONIC TEST RESULTS:

Secure Online web portal through our standard web results portal or SENTRY. Results can also be delivered via fax, EMR Interface or email. We provide results within a 24-48 hour turn-around time (not including weekends and holidays). We pride ourselves on providing quality test results within the fastest turn around times in the industry.

Confirmed positive test results for common substances are typically provided within 48-72 hours after receipt of specimens by the laboratory. Negative screen results are reported within twenty-four (24) hours of receipt by the laboratory. On average, Cordant Forensic Solutions Laboratory delivers over 40% of confirmed positive results on common substances on the same day as receipt of specimen, with the balance reported the following day. Results are noted individually as positive or negative.

TURNAROUND TIME (TAT):

Upon receipt at laboratory:

Urine

- ♦ *Negative results are reported within 24 hours – 48 hours.*
- ♦ *Positives are reported within 48 – 72 hours.*

Oral Fluid

- ♦ *Negative results reported within 24 - 48 hours.*
- ♦ *Positive results available within 48 - 72 hours.*

Hair Testing (sent to Cordant – New York)

- ♦ *Negative results reported within 72 hours.*
- ♦ *Confirmed positive results reported within 5-7 business days.*

BILLING: Cordant Health Solutions monthly invoicing for direct bill customers can be invoiced net 15 Days or Net 30 Days.

TERMS OF AGREEMENT

Cordant Health Solutions ("Cordant") agrees to furnish the services indicated in this Agreement, at the prices shown, for a period of one (1) year. After the initial one (1) year period, upon thirty (30) days' written notice, Cordant retains the right to make adjustments, as they deem necessary. These adjustments may include, but are not limited to, price adjustments (due to cost changes) and change in methodology (due to advances in technology).

The customer, Johnson County, agrees to remit payment to Cordant, following receipt of invoice, per the payment terms shown. At Cordant's discretion, services may be terminated for late and/or non-payment. Either party may terminate this agreement, for any reason, with thirty (30) days' notice. With respect to all payments received more than fifteen (15) days after the Payment Due Date, a late charge of one and one half percent (1.5%) per month or the maximum permissible amount permitted under the law, may be charged at Cordant's sole discretion on payments due to Cordant from the Payment Due Date until the date the payment is received by Cordant.

Laboratory Services shall only be rendered by Laboratory with a valid order from through a laboratory requisition, either hard copy or electronic, which is issued by Laboratory and which permits the selection of individual tests. Nothing in this Agreement shall require customer to refer laboratory tests to Laboratory or make referrals to any affiliate of Laboratory. Each party warrants to the other party that neither it nor any of its directors, officers or owners, and to the best of its knowledge, its employees and agents, have been debarred, suspended, declared ineligible, or excluded from Medicare, Medicaid or any other plan or program that provides health benefits, whether directly through insurance or otherwise, which is funded directly, in whole or in part, by the United States Government or any State health care program. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other party of any change in the status of the representations and warranty.

On behalf of the organization listed below, I hereby understand and agree to the above services and terms.

Johnson County Juvenile Services
Client Name & Address 1102 E. Kitpatrick, Ste. C, Cleburne TX 76031

Cristy Malott

Print Name Malott

Signature

Director

Title 10 / 29 / 2020

Date

Cordant Account Manager

Ian Sobolewski

Cordant Representative (Print Name)

Ian Sobolewski

Signature

10 / 23 / 2020

Date

Exhibit "A"

JUVENILE CONTRACT TERMS

ADDENDUM CORDANT HEALTH SOLUTIONS

This Addendum is a part of an agreement made between Johnson County and TECHNICAL RESOURCE MANAGEMENT, LLC, d.b.a. CORDANT HEALTH SOLUTIONS, hereinafter known as CORDANT or as SERVICE PROVIDER. The primary agreement is identified as SCOPE OF SERVICES & PRICING SCHEDULE AND TERMS OF AGREEMENT 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 any 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, TJJJD, 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. SERVICE PROVIDER 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. SERVICE PROVIDER will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through SERVICE PROVIDER 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 TJJJ-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. **OMITTED - NOT APPLICABLE (Separate Accounting of Funds)**

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

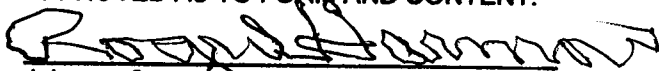
15. **Open Records:** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers 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. Continuation of Agreement:** If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by COMPANY pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. **Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 60 months from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.**
- 25. Will Not Boycott Israel or do Business with Certain Terrorist Nations:** 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 as 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.
- 26. No Guaranteed Minimum:** Service provider agrees that there will be no guaranteed minimum number of drug confirmations to be performed by SERVICE PROVIDER during the term of this Agreement.
- 27. Non-Exclusivity:** This agreement is non-exclusive and Johnson County has no obligation to submit any specimens or particular number of specimens to SERVICE PROVIDER for testing or confirmation.
- 28. Amendment Must Be Approved by Commissioners Court:** Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.
- 29. Fees After Initial Term:** Not Applicable
- 30. Conflict of Provisions or Documents:** In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. The terms of this addendum shall be fully operative and have priority over all other documents and terms and any term to the contrary in other documents put forth by service provider is hereby deleted.

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

11/9/2020
Date

Attest:

Becky Ivey
Johnson County Clerk,
Becky Ivey or Deputy County Clerk



11/9/2020
Date

Johnson County Juvenile Board Chairman

10/28/2020
Date

Christina Hill
Authorized Representative, Title
TECHNICAL RESOURCE MANAGEMENT, LLC,
d.b.a. CORDANT HEALTH SOLUTIONS

10/23/2020
Date