

STATE OF TEXAS §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO
AGREEMENT FOR DRUG TESTING SERVICES
AND ONSITE SCREENING PRODUCTS
PURSUANT TO RFP 16-043**

This THIRD AMENDMENT TO AGREEMENT FOR DRUG TESTING SERVICES AND ONSITE SCREENING PRODUCTS PURSUANT TO RFP 16-043 is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and REDWOOD TOXICOLOGY LAB, INC. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about March 22, 2016, the Parties entered into an AGREEMENT FOR DRUG TESTING SERVICES AND ONSITE SCREENING PRODUCTS PURSUANT TO RFP 16-043, which was last amended on or about January 23, 2018, (the “Agreement”), which is incorporated by reference as if fully recited verbatim herein; and

WHEREAS, the Parties now desire to amend a certain portion of the Agreement to renew services for an additional term and to add certain statutory clauses as required by law; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

- I. The Agreement is hereby renewed. The Effective Date of the Renewal Term shall be April 1, 2019 and the Expiration Date shall be March 31, 2020.
- II. Section 1. Scope of Services is amended as follows:
 - A. Contractor shall render Services in accordance with Exhibit A to this Agreement.
 - B. All products provided pursuant to this Agreement shall have a minimum shelf-life of 12 months.
- III. The following clauses shall be added as follows:
 - A. Section 25. Non-Appropriation: It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

- B. Section 26. Taxes. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
- C. Section 27. Attorney Fees. County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
- D. Section 28. Arbitration. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
- E. Section 29. Agreement to Not Boycott Israel Chapter 2270 Texas Government. By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- F. Section 30. Texas Government Code Section 2251.152 Acknowledgment. By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- G. Section 31. Understanding, Fair Construction. By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

- IV. This Amendment contains all revised terms and conditions agreed upon by the parties. All terms and conditions in the Agreement not amended herein remain in full force and effect. In the event of conflict, the contents of this Amendment shall prevail to the extent of the conflict.

{EXECUTION PAGE FOLLOWS}

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V. Execution

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective upon execution by the County.

FORT BEND COUNTY

REDWOOD TOXICOLOGY LAB, INC.

By: _____
KP George, County Judge



Authorized Agent – Signature

Cindy Horton

Authorized Agent – Printed Name

ATTEST:

VP, U.S. Commercial Toxicology

Title

Laura Richard, County Clerk

01/08/2019

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

Attachments:

Exhibit A: Scope of Services

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EXHIBIT A – SCOPE OF SERVICES

RFP 16-043

SECTION 1. DRUG TESTING SERVICES REQUIREMENTS:

- 1.1 The laboratory shall confirm screened positives for all designated drugs, including alcohol, at a minimum by Gas Chromatography/Mass Spectrometry (GC/MS).
- 1.2 The laboratory shall provide at a minimum GC/MS confirmation for at least the following drugs: Marijuana, Cocaine, PCP, Amphetamines, Methamphetamines, Benzodiazepine, Barbiturates, and Opiates. The laboratory shall provide a list of other drugs it can conduct analysis on and confirmation, including Steroids.
- 1.3 The laboratory must be able to provide a Liquid Chromatography/ Mass Spectrometry/ Mass Spectrometry (LC/MS/MS) confirmation for Ethyl glucuronide (EtG).
- 1.4 The turnaround time for reporting specimen screenings/confirmations to Fort Bend County should be 72 hours following receipt of the specimen by the lab.
- 1.5 The cost per specimen GC/MS confirmation shall be indicated.
- 1.6 Chain-of-Custody forms, Chain-of-Custody Pouches with urine lab cups for specimens shall be provided at no cost to Fort Bend County.
- 1.7 Shipping cost shall be included in the per specimen price.
- 1.8 The laboratory must provide cost schedule for all expenses related to providing expert witness testimony. The “requesting agency” or “individual” seeking expert testimony shall pay for expert witness testimony. Juvenile Probation will be allowed one request for expert testimony at no cost to Fort Bend County.
- 1.9 The laboratory must be able to provide drug-screening supplies to Juvenile Probation to conduct at least 11,500 on-site single drug screens annually.
- 11.10 Laboratory must provide reference accounts where the services offered were similar to the services requested in this solicitation. Intent is to show company experience in receiving contracts for and delivery of services similar to the ones proposed, as well as to demonstrate experience in applying the respective services to the criminal justice setting in general (Probation and Parole, in particular). Information should include name, address, telephone number, and the title of person to contact for inquiry as to offender’s experience and performance.

SECTION 2. ON-SITE SCREENING PRODUCTS REQUIREMENTS:

- 2.1 Urinalysis screening procedures, as indicated in the manufacturer's package insert, should require no timing steps and should not indicate the necessity of a timer (stop watch or any other timing devices).
- 2.2 Urinalysis screening results should be capable of being photocopied to provide a permanent record.
- 2.3 Urinalysis screening product should provide results in approximately five (5) minutes or less.
- 2.4 Urinalysis screening product should be able to be conveniently used on the spot, at any location, and in the presence of the client, patient, or offender.
- 2.5 Urinalysis screening product shall not require electricity, special plumbing, calibration, or laboratory environment.
- 2.6 Urinalysis screening product shall meet the current SAMHSA or equal cut-off levels. Compliance with the current SAMHSA or equal cut-off levels must be outlined in the manufacturer's package insert.
- 2.7 Manufacturer must provide F.D.A. approval for screening product.
- 2.8 Urinalysis screening product must be available for purchase in single drug panels, as well as multiple drug panels. Currently Juvenile Probation uses 3750 6 panel COC/M-AMP/THC/OPI/PCP/BZO, 5000 5 panel THC/COC/M-AMP/OPI/BZO, 200-300 1 panel One Step Synthetic Cannabinoid test and 2670 2 panel THC/COC.
- 2.9 Urinalysis screening product must be highly specific and reliable immunoassay that provides easy-to-read, clearly distinguishable positive or negative results.
- 2.10 Supplier must be able to provide individual/multiple screening products for at least all of the following: Amphetamines; Barbiturates; Benzodiazepines; Cocaine; Marijuana (THC); Morphine, PCP, and Ethanol Alcohol. Vendor should demonstrate the ability to meet the department's supply demand with forty-eight hour notice, at any given time.
- 2.11 Urinalysis screening product must not require any daily routine maintenance or calibration procedure beyond quality control.
- 2.12 Supplier must provide reference accounts where the services offered were similar to the services requested in this solicitation. Intent is to show company experience in receiving contracts for and delivery of services similar to the ones proposed, as well as to demonstrate experience in applying the respective products to the criminal justice setting in general (Probation and Parole, in particular). Information should include name, address, telephone number, and the title of person to contact for inquiry as to offender's experience and performance.

- 2.13 Supplier must provide complete on-site training to Juvenile Probation personnel to include implementation, operations and troubleshooting, free of charge at a minimum of twice per year.
- 2.14 Supplier must provide a complete per unit / per day test kit cost breakdown must be included. This per unit breakdown must include all costs associated with implementation, training services, materials and shipping.