

MEMORANDUM OF UNDERSTANDING

Simply Safe Drug Testing LLC
And
North Texas Regional Veterans Court
Collin County, Texas

This Memorandum of Understanding ("Agreement") is entered into between the members of Simply Safe Drug Testing LLC ("Simply Safe") and Collin County ("County"), acting through the North Texas Regional Veterans Court ("NTRVC"). This Agreement becomes active when NTRVC grant funds are released from the County and accepted by Simply Safe. This Agreement authorizes Simply Safe to conduct drug and alcohol testing and reporting operations, under the authority of and with consultation from NTRVC.

The parties to this Agreement understand that the confidentiality of participants' drug and alcohol testing records are protected under Federal regulations: Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and the HIPPA Privacy Rule, 45 CFR 160, 162, and 164. The parties agree to comply with all confidentiality requirements.

I. Background and Purpose


Under a grant from the Fund for Veterans Assistance ("FVA"), acting through the Texas Veterans Commission ("TVC"), the NTRVC may provide full or partial payment for random or scheduled drug and alcohol testing for NTRVC participants who require financial assistance, as directed.

Abstinence testing helps prevent substance abuse, allowing the Veteran participant to focus on treatment and recovery. This testing can help identify areas of concern to more quickly implement and/or modify treatment plans, as needed. Simply Safe will provide for the testing, interpreting, and reporting of abstinence testing systems to Simply Safe members and the NTRVC. The County has concluded that Simply Safe has the facilities and personnel necessary to enter into this Agreement as a public service.

II. Operational Agreement

This Agreement becomes operational if:

- a. The applicable County or NTRVC authority declares the need for abstinence testing services. The onset of such will be relayed by NTRVC personnel to Simply Safe in a timely manner.


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III. NTRVC Obligations

NTRVC will be obligated to:

- a. Provide site screening to determine participation suitability;
- b. NTRVC will not be obligated to provide transportation of medical countermeasure assets, supplies, or equipment, or security thereof, from NTRVC facilities to Simply Safe for dispensing;
- c. Provide reasonable consultation and assistance, including such consultation and assistance as is needed for Simply Safe to comply with regulations, restrictions, or guidance imposed by DSHS, CDC, County, and other relevant policies;
- d. Make reasonable accommodations to operate a dispensing/testing site and provide Simply Safe information about and/or status updates on appropriate payers;
- e. Provide after-action and improvement consultation, as needed or requested.

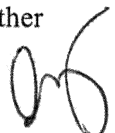
IV. Simply Safe Obligations

Simply Safe will be obligated to:

- a. Supply and arrange for all equipment and personnel necessary for staffing, security, dispensing, crowd/traffic control, transportation of assets, and other tasks necessary to collect proper samples, test, interpret, and/or report abstinence testing services;
- b. Designate the following individuals and provide biannually updated contact information to the NTRVC, including telephone number and email address:
 - i. An administrator, who will serve as the primary point of contact to outside entities, including the NTRVC;
 - ii. A security point of contact, who will interact with NTRVC and any relevant law enforcement entities in safety and security planning;
 - iii. A staff liaison, who will coordinate Simply Safe members and training.
- c. Provide the personnel, equipment, transportation, and delivery to take possession of abstinence testing devices from the NTRVC at a designated pickup site;
- d. Be responsible for proper disposal of medical waste;
- e. Be responsible for inventory management; and,
- f. Issue invoices to NTRVC within 15 days following the month of service

V. Term

This Agreement becomes effective when approved by the governing bodies of Simply Safe and the County and will remain in effect indefinitely subject to the availability of grant funds. Simply Safe will undertake no additional expenditures not already required after the maximum grant fund availability has been met until a continuation of grant funding is provided. . This Agreement may be terminated by either


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party at any time, with or without cause; however, the terminating party shall provide thirty (30) days written notice to the other party.

VI. Exchange of Information

Information acquired by either Simply Safe, County, or the NTRVC on citizens to be served will be mutually accessible to provide an integrated approach to citizen support and to avoid unnecessary duplication of services. This information will be shared only to the extent permitted by regulations requiring confidentiality of participant records. Simply Safe and the NTRVC will cooperate in sharing information on the status and outcome of services provided.

VII. Evaluation and Review

In order to provide a vehicle for on-going evaluation, review, and discussion of operational issues, both parties agree to communicate on a regular basis to discuss issues related to the implementation of this agreement.

VIII. Procedures for Amendments and Termination

This agreement may be amended by mutual consent of both parties. Alternatively, this agreement and any amendments thereof shall remain in effect until terminated by either party upon thirty (30) days written notice to the other party.

IX. Fee/Compensation

Agreed upon prices will be charged by Simply Safe and paid for by the NTRVC through the County. The NTRVC will pay no more than the following:

\$25.00 urine screen 5-10 drug panel;	\$150.00 5 panel nail test;
\$35.00 breath alcohol test/DOT certified;	\$175.00 5 panel + extended opiates – nail;
\$40.00 urine alcohol (ETG) send off;	\$200.00 10 panel hair or nail test;
\$40.00 13 panel + ETG instant screen;	\$250.00 12 panel hair or nail test;
\$40.00 oral fluid – 10 panel;	\$300.00 10 panel hair test + ETG;
\$75.00 urine 7-10 drug panel split test;	\$400.00 15 panel (14 + Ketamine);
\$35.00 DOT breath alcohol screen test;	\$300.00 17 panel (16 + Zolpidem);
\$100.00 5 panel hair test;	\$100.00/hour onsite or after hours;
\$125.00 5 panel + extended opiates – hair;	\$0.56 centers per mile onsite.

X. Hold Harmless

Each party agrees to the extent authorized under the Constitution and the laws of the State of Texas to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement, including but not limited to,


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its acts of negligence or omission in the performance of responsibilities under this Agreement. Each party, to the extent allowed by law and without waiving any rights, defenses, or protections provided therein, agrees to be responsible for its own acts of negligence.

Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. Simply Safe shall be responsible for its sole negligence. County shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

XI. Notice


Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery, registered mail or certified mail, or by U.S. Mail, return receipt requested, postage prepared; to:

Simply Safe: Simply Safe Drug Testing LLC
 398 N. 49th Ave.
 Durant, OK 74701

County: North Texas Regional Veteran's Court, Collin County
 Program Coordinator
 Brennan Jones
 2100 Bloomdale Rd, Suite 20012
 McKinney, TX 75071

And

Collin County Administrator


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Bill Bilyeu
2300 Bloomdale #4192
McKinney, TX 75071

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

XII. Authority of Parties

This Agreement is made by and entered into by the duly-authorized officials of each respective entity.

XIII. Counterparts

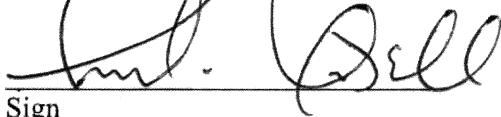
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

XIV. Force Majeure

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

EXECUTED this, the 12th day of November, 2020

Simply Safe Drug Testing LLC



Sign

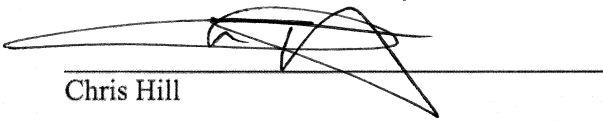
Marla Yandell

Print Name

Owner / TESTING Agent

Title

Collin County, Texas



Chris Hill

Collin County Judge