

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as "MOU"), effective as of this 29<sup>th</sup> day of August 2020 and entered into by and between the **Collin County Juvenile Probation Department, acting through the Collin County Juvenile Board**, (hereinafter referred to as "the Department") and **Avertest, LLC d/b/a Averhealth** (hereinafter referred to as "Provider"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### **SECTION I. PURPOSE AND SCOPE**

- 1.01 The purpose of this MOU is to provide Measurement-based Systematic monitoring services for clients involved in juvenile probation, community corrections, pretrial, and other similar diversion programs. The services shall foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community.
- 1.02 The MOU, as referred to herein, shall mean this document executed by the Department and Provider, and shall include the Terms and Conditions set forth herein, Attachments A and B described in Sections II and IV and attached hereto, and any supplemental agreement or modification entered into between the Department and Provider, in writing and signed by each Party, after the date of this MOU.
- 1.03 This MOU constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the Department and Provider with respect to the subject matter hereof. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the MOU have been made by the Department or Provider which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This MOU may be amended and modified only in writing signed by both the Department and Provider.

### **SECTION II. ROLES AND RESPONSIBILITIES**

- 2.01 The Department shall refer clients for Measurement-based Systematic Monitoring by entering relevant client information into Aversys.
- 2.02 Provider shall provide services as specified in Attachment A, "Scope of Services", attached hereto and incorporated by reference into this MOU.

### **SECTION III. TERM**

- 3.01 The term of this MOU shall begin as of the date indicated above and shall terminate on January 31, 2021, unless terminated earlier in accordance with this MOU.
- 3.02 There will be an option of four (4) one (1) year renewals, to be exercised upon mutual agreement between the Department and Provider.
- 3.03 This MOU is contingent upon the Department receiving the necessary funding to cover the obligations of the Department. In the event that such funding is not received or appropriated, the

obligations of the Department under the MOU shall cease, and each party shall be released from further performance under the MOU without any liability to the other party.

#### **SECTION IV. COMPENSATION**

- 4.01 Provider proposes to furnish all labor, materials and supplies in accordance with the conditions of this MOU necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, "Service Fees", attached hereto and incorporated herein. There are no minimum or maximum compensation levels for services under this MOU.
- 4.02 Provider shall in a reasonable, prompt, and timely fashion submit properly itemized invoice(s) for services performed for which expenses incurred under this MOU are payable by the Department. Payments will be made in accordance with VTCA Chapter 2251.021 Time for Payment by Government Entity.
- 4.03 Provider shall invoice the Department with two (2) separate invoices each billing cycle, one (1) for each service track: (i) Juvenile Probation, and (ii) Specialty Court.

#### **SECTION V. GENERAL PROVISIONS**

- 5.01 Independent Provider. The parties agree that Provider is an independent provider and is in no way an employee or agent of the Department. As such, Provider is not entitled to workers' compensation or any benefit of employment by the Department. The Department shall have no control over the performance of this MOU by the Provider or Provider's employees, except to specify the results to be achieved. Provider acknowledges that it is not insured in any manner by the Department for any loss of any kind whatsoever. Provider has no authority, express or implied, to bind or obligate the Department in any way.
- 5.02 Necessary Documentation. Provider certifies that it will furnish the Department, if requested, any and all documentation, certification, authorization, license, permit, or registration required by applicable federal, state and local laws, rules, regulations or ordinances. Provider further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this MOU.
- 5.03 Confidentiality.
  - 5.03.1 The obligations of this section shall survive the termination of this MOU and shall be applicable to the full extent permissible under statutes governing access to public records. Provider understands that the information provided to it or obtained from the Department during the performance of its services is confidential and may not, without prior written consent of the Department, be disclosed to any person without receiving permission from the Department except to employees or agents of Provider who have a need to know in order to provide the services. Further, Provider's work product generated during the performance of this MOU is confidential to the Department. Confidential information shall not include information, that: (a) was known by Provider or the Department at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Provider or the Department; (c) is made known to

Provider or the Department by a third person who to the knowledge of the Provider or the Department does not impose any obligation of confidence on Provider or the Department with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or Department order whereupon Provider or the Department shall provide notice to the other party prior to such disclosure; or (e) information that is independently developed by Provider or the Department without references to the confidential information.

- 5.03.2 Provider acknowledges that it is a Qualified Service Organization as defined by 42 C.F.R. Part 2 and that: (i) in receiving, storing and processing, or otherwise dealing with any information from the Department about clients, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; (ii) any client information it receives from the Department that is protected by 42 C.F.R. Part 2 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 42 C.F.R. Part 2.
- 5.03.3 Provider acknowledges that: (i) in receiving, storing and processing, or otherwise dealing with any information from the Department about clients, it is fully bound by the provisions of the federal regulations governing Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164; (ii) any client information it receives from the Department that is protected by 45 C.F.R. Parts 160 and 164 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 45 C.F.R. Parts 160 and 164.
- 5.03.4 Provider shall not, under any circumstances, release information provided to it by, or on behalf of, the Department that is required to be kept confidential by the Department except as contemplated by Section 5.03.1(d), above.
- 5.04 Records; Audit. Provider shall maintain books, records, documents and other evidence directly pertinent to performance of services under this MOU. Provider shall make such materials available, at its offices at all reasonable times during the MOU period and for a period of seven (7) years from the date of final payment under this MOU, for inspection by the Department or any other authorized representative of the Department. Copies thereof, if requested, shall be furnished at no cost to the Department.
- 5.05 Insurance. Provider agrees to obtain and keep in force during its acts under this MOU a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 and \$1,000,000/personal injury and a professional liability insurance in the minimum amount of \$1,000,000, which shall name and protect Provider; Provider's officers, agents, and employees; the Department; and the officers, agents, and employees of the Department from and against all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of Provider. Certificates of Insurance, naming the Department as an "additional insured," showing such coverage then in force (but not less than

the amount shown above) shall be filed with the Department within thirty (30) days of this MOU.

- 5.06 Indemnification. To the fullest extent allowed by law, Provider agrees to indemnify, defend, and hold harmless the Department, and its directors, officers, agents, officials, representatives, and employees from and against any and all demands, claims, losses, actions, causes of action, judgments and liens arising out of or in connection with the acts and/or any performances, omissions, activities, or breach of Provider or any of its officers, agents, employees or subcontractors. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the Department.
- 5.07 Non-discrimination. Provider and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this MOU, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, disability, or United States military service veteran status.
- 5.08 Conflict of Interest. Provider certifies and warrants to the Department that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this MOU has or will have any conflict of interest, direct or indirect, with the Department.
- 5.09 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this MOU, for any failure or delay in fulfilling or performing any term of this MOU, 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.
- 5.10 Applicable Laws; Forum.
- 5.10.1 Provider agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this MOU are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this MOU shall be reviewed by the Department and Provider to determine whether the provisions of the MOU require formal modification.

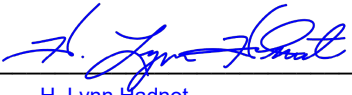
- 5.10.2 This MOU shall be construed in accordance with the laws of the state of Texas. This agreement is performable in Collin County, Texas. Venue for any dispute arising under this MOU shall be in Collin County, Texas.
- 5.11 Severability. If any provision of this MOU is held to be invalid, illegal, or unenforceable by a Department of competent jurisdiction, the provision shall be stricken, and all other provisions of this MOU which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.12 Successors and Assigns. Except as otherwise provided herein, Provider shall not assign, sublet, convey, or transfer its interest in this MOU, in whole or in part, without the written consent of the Department; provided, however, the Provider may freely assign this MOU to a subsidiary or affiliated entity of the Provider. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Department or the Provider.
- 5.13 Authority to Bind Provider. Notwithstanding anything in this MOU to the contrary, the signatory for Provider represents that he/she has been duly authorized to execute agreements on behalf of Provider and has obtained all necessary or applicable approval to make this MOU fully binding upon Provider when his/her signature is affixed and accepted by the Department.
- 5.14 Debarment and Suspension
- 5.14.1 Provider certifies, by entering into this MOU, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal Department or Department, or by any state or local Department, Department or political subdivision. The term "principal" for purposes of this MOU means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Provider.
- 5.14.2 Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal Department or Department, or by any state or local Department, Department or political subdivision.
- 5.15 Compliance With E-Verify Program. Provider shall enroll in and verify the work eligibility status of all newly hired employees of Provider through the E-Verify Program ("Program"). Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Provider shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Provider subsequently learns is an unauthorized alien.
- 5.16 Signature. Signatures may be executed in counterparts and by facsimile or electronic form.
- 5.17 Survival. Notwithstanding any other provision of this MOU, the provisions of paragraph 5.04 "Records" of this MOU shall survive the expiration, cancellation or termination of this MOU.

- 5.18 Mutual Drafting. The Department and Provider agree that this MOU has been mutually drafted and authored by the Department and the Provider and that it shall not be construed against any one party.
- 5.19 Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this MOU or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates subscribed on the next page.

**COLLIN COUNTY JUVENILE PROBATION**

**AVERTEST, LLC D/B/A AVERHEALTH**

By:   
Name: H. Lynn Hadnot  
Title: Director of Collin County Juvenile Probation

By:   
Jason Herzog  
Chief Executive Officer

## ATTACHMENT A – SCOPE OF SERVICES

1. **Information Management System (IMS):** Provider will provide the Department with access to a secure, web-based HIPAA compliant IMS, that at a minimum allows the Department to:
  - a. Enroll clients in the alcohol and drug testing program;
  - b. Enter custom test panels specific to each donor;
  - c. Order unscheduled tests for an individual donor;
  - d. Enter excused test periods for an individual donor;
  - e. Inactivate or activate donors;
  - f. Track and review donor test history;
  - g. Enter specific donor co-pay amounts;
  - h. Designate vouchers for specific donors; and
  - i. Track applicable donor payments.

The IMS shall include a dashboard view specific to each case manager that:

- a. Provides the supervising case manager quick access to each donor;
  - b. Provides a consolidated summary of all activity related to each donor;
  - c. Illustrates if a donor is scheduled to test;
  - d. Shows if a donor has called the donor notification system or not; and
  - e. Provides a summary of recent positives, no shows, and other non-negative test results.
2. **Automated Random Selection Calendar:** Provider will provide, support and maintain a secure automated random selection testing calendar that is configurable to Department specified parameters and provides the ability to:
    - a. Create default parameters that specify testing frequency and test panels, among other attributes;
    - b. Schedule donors on an individual or group basis;
    - c. Conduct testing services on any day of the year, including weekends and holidays;
    - d. View past and future testing events via the IMS; and
    - e. Manually order a one-time or unscheduled test for individual donors via the IMS.
  3. **Client Notification:** Provider will provide, support, and maintain a donor notification system that notifies donors of the need to test. The donor notification system must:
    - a. Create a unique personal identification number (PIN) for each donor;
    - b. Record time, date and phone number of when donors call;
    - c. At a minimum provide English and Spanish language options;
    - d. Calculate a call-in compliance score for each donor;
    - e. Report if a donor fails to contact the notification system;
    - f. Allow the supervising case manager to post custom text-to-speech messages for an individual donor or group of donors;
    - g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
    - h. Provide participants with text message and mobile application (when functionality is available) options over a call-in option.
  4. **Supplies & Transportation:** The Provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected by the Department.

5. **Laboratory Testing:** The Provider shall:
- Operate a laboratory that is certified by the Department of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA) and the College of American Pathologists – Forensic Drug Testing (CAP-FDT);
  - Conduct a laboratory immunoassay screen on all samples (instant test devices are not permitted);
  - All positive immunoassay screens must be run a second time with a new aliquot of the specimen prior to reporting the positive specimen;
  - Report the screen results by the completion of the next business day following specimen collection (e.g., screen results for samples collected and shipped on Monday shall be reported on Tuesday);
  - Conduct confirmation via GC/MS or LC-MS/MS as requested by the Department;
  - Retain negative specimens for five (5) business days;
  - Store non-negative samples in secure, frozen store for sixty (60) days;
  - Test assays at the cut-off levels listed in Table 1 below; and

**Table 1**

Assay	Specimen	Screen Cut-off	Confirmation Cut-off
<b>Amphetamines</b>	Urine	1000 ng/mL	100 ng/mL
MDA	Urine	N/A	50 ng/mL
MDEA	Urine	N/A	50 ng/mL
MDMA	Urine	N/A	50 ng/mL
Methamphetamine	Urine	N/A	100 ng/mL
Phentermine	Urine	N/A	50 ng/mL
<b>Cannabinoids</b>	Urine	20 ng/mL	5 ng/mL
<b>Cocaine</b>	Urine	300 ng/mL	50 ng/mL
<b>Opiates</b>	Urine	300 ng/mL	N/A
Heroin (6-MAM)	Urine	N/A	5 ng/mL
Codeine	Urine	N/A	50 ng/mL
Hydrocodone	Urine	N/A	50 ng/mL
Hydromorphone	Urine	N/A	50 ng/mL
Morphine	Urine	N/A	50 ng/mL
Oxycodone	Urine	N/A	50 ng/mL
Oxymorphone	Urine	N/A	50 ng/mL
<b>PCP</b>	Urine	25 ng/mL	12 ng/mL
<b>Barbiturates</b>	Urine	200 ng/mL	N/A
Butobarbital	Urine	N/A	100 ng/mL
Butalbital	Urine	N/A	100 ng/mL
Pentobarbital	Urine	N/A	100 ng/mL
Secobarbital	Urine	N/A	100 ng/mL
<b>Benzodiazepines</b>	Urine	200 ng/mL	N/A
Alprazolam	Urine	N/A	50 ng/mL
Clonazepam	Urine	N/A	50 ng/mL
Diazepam	Urine	N/A	50 ng/mL
Flunitrazepam	Urine	N/A	50 ng/mL
Flurazepam	Urine	N/A	50 ng/mL
Hydroxyalprazolam	Urine	N/A	50 ng/mL
Lorazepam	Urine	N/A	50 ng/mL
Midazolam	Urine	N/A	50 ng/mL
Nordiazepam	Urine	N/A	50 ng/mL
Oxazepam	Urine	N/A	50 ng/mL



Temazepam	Urine	N/A	50 ng/mL
Meperidine	Urine	200 ng/mL	N/A
Sufentanil	Urine	N/A	1 ng/mL
Meperidine	Urine	N/A	50 ng/mL
Normeperidine	Urine	N/A	50 ng/mL
Naloxone	Urine	N/A	50 ng/mL
Naltrexone	Urine	N/A	50 ng/mL
Methadone	Urine	300 ng/mL	25 ng/mL
EDDP	Urine	N/A	25 ng/mL
Methamphetamines	Urine	500 ng/mL	100 ng/mL
Ecstasy	Urine	500 ng/mL	100 ng/mL
Propoxyphene	Urine	300 ng/mL	25 ng/mL
Norpropoxyphene	Urine	N/A	25 ng/mL
EtG	Urine	500 ng/mL	300 ng/mL
EtS	Urine	N/A	100 ng/mL
Buprenorphine	Urine	5 ng/mL	5 ng/mL
Norbuprenorphine	Urine	N/A	50 ng/mL
SOMA	Urine	100 ng/mL	N/A
Carisoprodol	Urine	N/A	50 ng/mL
Meprobamate	Urine	N/A	50 ng/mL
Fentanyl	Urine	2 ng/mL	1 ng/mL
Norfentanyl	Urine	N/A	1 ng/mL
Acetyl Fentanyl	Urine	N/A	1 ng/mL
Acryl Fentanyl	Urine	N/A	1 ng/mL
Alfentanil	Urine	N/A	1 ng/mL
Benzyl Carfentanil	Urine	N/A	1 ng/mL
beta-Hydroxy Fentanyl	Urine	N/A	1 ng/mL
Butyryl Fentanyl	Urine	N/A	1 ng/mL
Carfentanil	Urine	N/A	1 ng/mL
Cyclopropyl Fentanyl	Urine	N/A	1 ng/mL
Fluorobutyryl Fentanyl	Urine	N/A	1 ng/mL
Furanyl Fentanyl	Urine	N/A	1 ng/mL
Methoxyacetyl Fentanyl	Urine	N/A	1 ng/mL
Methylfentanyl	Urine	N/A	1 ng/mL
Thienyl Fentanyl	Urine	N/A	1 ng/mL
Sufentanil	Urine	N/A	1 ng/mL
Gabapentin	Urine	1.5ng/mL	100 ng/mL
Ketamine	Urine	100 ng/mL	50 ng/mL
Kratom	Urine	N/A	N/A
Mitragynin 1	Urine	N/A	5 ng/mL
7 Hydroxymitragynine 1	Urine	N/A	5 ng/mL
Tramadol	Urine	200 ng/mL	50 ng/mL
Zolpidem	Urine	20 ng/mL	10 ng/mL
Amphetamines <i>Methamphetamines &amp; Ecstasy</i>	Hair	500 pg/mG	500 pg/mG
Cocaine	Hair	500 pg/mG	500 pg/mG
Opiates <i>Codeine, Morphine, 6-MAM, Oxycodone, Hydrocodone, Hydromorphone</i>	Hair	200 pg/mG	200 pg/mG
PCP	Hair	300pg/mG	300pg/mG
Cannabinoids	Hair	1pg/mG	0.1pg/mG
Amphetamines	Oral Fluid	50 ng/mL	20 ng/mL

<b>Methamphetamine</b>	Oral Fluid	N/A	20 ng/mL
<b>MDA</b>	Oral Fluid	N/A	20 ng/mL
<b>MDMA</b>	Oral Fluid	N/A	20 ng/mL
<b>Benzodiazepines</b>	Oral Fluid	20 ng/mL	N/A
<b>Alprazolam</b>	Oral Fluid	N/A	1 ng/mL
<b>Diazepam</b>	Oral Fluid	N/A	1 ng/mL
<b>Nordiazepam</b>	Oral Fluid	N/A	2 ng/mL
<b>Lorazepam</b>	Oral Fluid	N/A	1 ng/mL
<b>Oxacepam</b>	Oral Fluid	N/A	1 ng/mL
<b>Temazepam</b>	Oral Fluid	N/A	1 ng/mL
<b>Clonazepam</b>	Oral Fluid	N/A	1 ng/mL
<b>Buprenorphine</b>	Oral Fluid	5 ng/mL	1 ng/mL
<b>Cocaine</b>	Oral Fluid	20 ng/mL, 30 ng/mL DDS	2 ng/mL
<b>Benzoylcegonine</b>	Oral Fluid	N/A	2 ng/mL
<b>Cannabinoids</b>	Oral Fluid	4 ng/mL, 25 ng/mL DDS	2 ng/mL
<b>Opiates</b>	Oral Fluid	40 ng/mL	N/A
<b>Codeine</b>	Oral Fluid	N/A	1 ng/mL
<b>Morphine</b>	Oral Fluid	N/A	1 ng/mL
<b>Hydrocodone</b>	Oral Fluid	N/A	1 ng/mL
<b>Norhydrocodone</b>	Oral Fluid	N/A	1 ng/mL
<b>Hydromorphone</b>	Oral Fluid	N/A	1 ng/mL
<b>Oxycodone</b>	Oral Fluid	N/A	1 ng/mL
<b>Oxymorphone</b>	Oral Fluid	N/A	1 ng/mL
<b>Norcodeine</b>	Oral Fluid	N/A	1 ng/mL
<b>Noroxycodone</b>	Oral Fluid	N/A	1 ng/mL
<b>Dihydrocodeine</b>	Oral Fluid	N/A	1 ng/mL
<b>Methadone</b>	Oral Fluid	50 ng/mL	5 ng/mL
<b>Methamphetamines</b>	Oral Fluid	50 ng/mL	20 ng/mL
<b>PCP</b>	Oral Fluid	10 ng/mL	1 ng/mL
<b>Breath Alcohol Test</b>	Breath	0.00	0.00

*pg/mG = picogram per milligram of hair*  
*ng/mL = nanogram per milliliter of urine*

- i. Conduct specimen validity testing via creatinine testing on all samples and specific gravity, PH, oxidants when needed.
6. **Electronic Chain of Custody:** The IMS shall generate a legally defensible electronic chain of custody that fully integrates donor demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.
  7. **Results Reporting:** The Provider shall report all test results and related information via the IMS. Specifically, the Provider shall:
    - a. Report test results for urine and oral fluid on the next business day. Test results for hair and bloods specimens shall be reported within five business days;
    - b. Segment results and test data by supervising case manager;
    - c. Conduct data analysis on specimen results to discern new use from residual use;
    - d. Assist with results interpretation; and

- e. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.
8. **Information Reporting:** The IMS shall provide the Department with program analytics that aid the Department in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
    - a. Detailed and summary results;
    - b. Individual test reports;
    - c. Donor test history;
    - d. An overview all testing activities; and
    - e. Detailed views of the historic and future testing calendars, among others.
  9. **Primary Contact:** Provider will designate a primary contact. Such contact may be changed from time to time as communicated by Provider.
  10. **Expert Testimony:** Provider shall provide legal affidavits and/or expert testimony upon request. The Department will work with Provider to provide as much advance notice as possible for expert testimony needs.
  11. **Newsletter:** Provider shall provide a free electronic newsletter, published monthly that covers topics in the criminal justice and public safety markets, including topics on emerging trends in the manufacturing and abuse of designer drugs and research and reporting on issues related to substance abuse.
  12. **Training & Orientation Sessions:** Provider will conduct training and orientation sessions for judges, attorneys, and Department staff with respect to alcohol and drug testing process. Provider will work with the Department to mutually schedule the training and orientation sessions.
  13. **Monthly Account Summary:** Provider will track testing fees and donor co-pays to provide a monthly account summary and invoice within ten (10) calendar days following the completion of a month.

## SERVICE FEES

Service	Price per Unit of Service
Standard Panel comprised of any of five (5) of the following drugs plus ETG or other Specialty Drug: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$8.50 / panel for two shipments per location per week*  *Pricing assumes two (2) shipping locations in Collin County. *Pricing based on estimated volume of 150 samples per month. If volume is less, pricing may increase.
Standard Drug Add-on List: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$ 0.50 / test
Specialty Drug Add-on List: Buprenorphine, Carisoprodol, ETG, Fentanyl, Heroin, Ketamine, LSD, Meperidine, Tramadol, or Zolpidem	\$2.50 / test
Gabapentin Add-on	\$5.00 / test
Synthetic Cannabinoids Urine Analysis	\$25.00 / test
Synthetic Stimulants Urine Analysis (Bath Salts)	\$35.00 / test
Kratom Urine Analysis	\$35.00 / test
Standard Oral Fluid Panel (Benz, Coc, Meth, Opiates, & THC)	\$19.50 / panel
Oral Fluid Add-ons (buprenorphine, methadone, oxycodone, and tramadol)	\$1.00 / panel
Hair Test	\$85.00 / panel (price contingent on continuous urine testing at stated volume)
Transdermal	\$75.00 / panel (price contingent on continuous urine testing at stated volume)
Standard Confirmation Test	\$19.95 / test
Expert Witness Testimony	\$750.00 / 2-day session
Litigation Packet	\$150.00 / packet
Case Management System	Included, No Charge
Random Selection	Included, No Charge
Client Notification System	Included, No Charge
Video Testimony	Included, No Charge
Training & Consultation Sessions	Included, No Charge
Participation in Department Staffing Sessions	Included, No Charge
Additional Invoice Customization	TBD