

R.19952

## Forensic Toxicology Services Agreement

This Forensic Toxicology Services Agreement ("Agreement") is entered into by and between Jackson County ("Client"), and Axis Forensic Toxicology, Inc. ("Axis"), each a "Party" and together "Parties", for a term from September 1, 2018 to August 31, 2020. Following the initial term, the parties shall have the mutual option to renew this agreement for up to (2) additional (1) one-year periods. The Parties agree to the following:

### Scope of Work

Axis will provide to the Client supply kits, which include all of the specific containers and requisition forms necessary for specimen collection and shipping to ensure that a proper chain of custody is maintained. Client should follow the collection and submission instructions provided by Axis relevant to the testing being ordered. Specimen pickup service will be arranged through Axis' preferred carrier and is included in the laboratory test fee at no additional charge.

Client will order tests from Axis' test catalog, based upon Client's expertise and determination of the fitness of the order for Client's need. Axis will be responsible for notifying Client in a timely fashion of any changes to the test catalog. Client will submit complete, valid orders with specimen to Axis for testing and will promptly respond to any questions Axis may have regarding demographic information, specimen condition, or testing ordered. Client's failure to respond within (5) five business days will result in the cancellation of testing until questions are resolved.

Axis will follow legal chain-of-custody procedures which comply with the applicable state and federal laws as well as the current test practices in forensic toxicology, including American Board of Forensic Toxicology (ABFT), the College of American Pathologists (CAP) test practices, and the Society of Forensic Toxicologists (SOFT) recommendations. Testing will be conducted on appropriate instrumentation including HPLC, LC/MS/MS, GC/MS, and GC/FID.

Axis will preserve the specimens tested for one year from first report. All specimens will be maintained in refrigerated temporary storage until final testing is completed. Specimens will be stored appropriately to ensure against loss, contamination or deleterious change. Extended storage is available for an additional fee.

Axis will provide toxicology test reports to the Client's designated recipients via secure web portal upon completion of testing. Axis' toxicologists will be available to Client for consultation and review of test results. Axis is capable of providing litigation assistance for an additional charge.

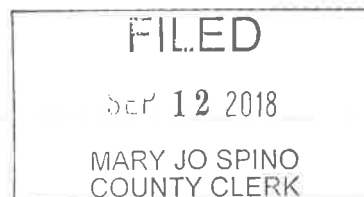
### Pricing & Billing

Client is responsible for paying the current price for all testing ordered. The prices listed in Schedule A are guaranteed for the term of the Agreement. Provided, however, that Axis reserves the right, at its sole discretion, to adjust the charges for such testing to accommodate any special requirements of such testing. Axis will notify the requestor of the testing services of the applicable laboratory testing charges before the laboratory testing services are performed.

Client is responsible for timely payment of all invoices received from Axis. Late payment will result in interest charges. Failure to make timely payment will result in a hold being placed on processing Client specimens.

### Notices

Notices, such as are referenced within this Agreement, will be provided to the Client based upon the information provided in the Account Setup and Account Update forms (as may be revised from time to



time) completed by the Client. Client is responsible for notifying Axis promptly of any changes to the notice information.

Notices to Axis will be delivered to:  
Axis Forensic Toxicology, Inc.  
P.O. Box 681513  
Indianapolis, IN 46268

**Termination of the Agreement**

Either Party may terminate this Agreement upon a sixty (60) day prior written notice to the other Party. The Client's obligation to pay Axis for services provided shall survive the termination of the Agreement. Unused supplies must be returned to Axis upon termination.

**No Warranty**

AXIS HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY AXIS OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND ANY AND ALL WARRANTIES HEREINAFTER ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

**Entire Agreement**

This Agreement, together with the Client's Request for Proposals (RFP) No. 27-18 and Axis' Response to RFP 27-18, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter in the event of a conflict among the terms of any of the documents mentioned in this paragraph, the provision of the document listed first in the following order shall prevail: A.) This Agreement; B.) Client's RFP 27-18; and C.) Axis' Response to RFP 27-18

**Amendment and Modification**

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

**No Waiver**

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**No Third-Party Beneficiaries**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule.

**Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**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 (except for any obligations to make payments to the other Party hereunder), 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: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and [(h) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

**Relationship of the Parties**

Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employee/employer relationship. Axis shall be an independent contractor pursuant to this Agreement. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third Party.

In Witness Whereof, the parties have executed this Agreement on the dates given below.

Axis Forensic Toxicology, Inc.

By: Philip T. Roberts

Printed Name: Philip T. Roberts

Title: CEO

Date: 08 - 31 - 2018  
month day year

Client: Jackson County, Missouri


By: Bob Crutinger  
Bob Crutinger

Printed Name: Bob Crutsinger

Title: Director of Finance and Purchasing

Date: 9/10/18

ATTEST:

  
\_\_\_\_\_

Mary Jo Spino, Clerk of the County Legislature

APPROVED AS TO FORM:

  
\_\_\_\_\_

W. Stephen Nixon, County Counselor

**REVENUE CERTIFICATE**

This award is made on a need basis and does not obligate Jackson County to pay any specific amount.

The availability of funds for sufficient purchases is subject to annual appropriation.

9-10-2018  
Date

  
Director of Finance and Purchasing

Pricing Schedule

| <b>STANDARD PANELS</b>  |                        |              |
|---|------------------------|--------------|
| <b>Panel Name</b>   | <b>Axis Order Code</b> | <b>Price</b> |
| Comprehensive Drug Panel, Blood   | 70510                  | \$200.00     |
| Comprehensive Drug Panel, Tissue  | 70510T                 | \$325.00     |
| Comprehensive Drug Panel, Vitreous  | 70510V                 | \$325.00     |
| Comprehensive Drug Panel, Fluid   | 70510FL                | \$425.00     |
| Drugs of Abuse Panel, Blood   | 70530                  | \$130.00     |
| Drugs of Abuse Panel, Tissue  | 70530T                 | \$245.00     |
| Drugs of Abuse Panel, Vitreous  | 70530V                 | \$245.00     |
| Drugs of Abuse Panel, Fluid   | 70530FL                | \$245.00     |
| Drugs of Abuse Panel, Urine   | 70080                  | \$130.00     |
| Vitreous Electrolytes Panel   | 32400                  | \$20.00      |
| Alcohol Panel, Blood (Includes acetone, ethanol, methanol, and isopropanol) | 45650                  | \$65.00      |
| Hep B   | 31100                  | \$250.00     |
| Hep C   | 31200                  | \$250.00     |
| HIV   | 31300                  | \$200.00     |
| DOA Extended Panel, Blood   | 70531                  | \$180.00     |

| <b>ADDITIONAL SERVICES</b>                                    |                        |  |
|---|------------------------|--|
| <b>Panel Name</b>   | <b>Axis Order Code</b> | <b>Price</b>                           |
| Specimen Return   | 9000                   | \$50.00                                |
| Storage Fee<br>(for samples received, but no testing ordered) | 49910                  | \$50.00                                |
| Send out Cost   | n/a                    | Included in Individual Test List Price |
| Shipping Costs  | n/a                    | \$0.00 when using Axis supplies        |
| Supplies  | n/a                    | \$0.00 when using Axis supplies        |
| DNA Stain Card  | 43820                  | \$100.00                               |
| Litigation Packet - Tier 1                                    | n/a                    | \$100.00                               |
| Litigation Packet - Tier 2                                    | n/a                    | \$1000.00                              |
| Litigation Packet - Tier 3                                    | n/a                    | \$1500.00                              |
| Litigation Packet - Tier 4                                    | n/a                    | \$2000.00                              |
| Expert Testimony  | n/a                    | \$300 Per Hour/Per Person              |
| Court Testimony Travel Expenses                               | n/a                    | At Cost/Per Person                     |
| Court Testimony Retainer Fee                                  | n/a                    | \$1500.00                              |
| Multi-Day Engagement Testimony                                | n/a                    | \$2400 Per Day/Per Person              |
| Testimony Cancellation Fee                                    | n/a                    | \$50.00 Per Hour/Per Person            |
| Fact Witness  | n/a                    | \$50.00 Per Hour/Per Person            |
| Fact Witness Travel Expenses and Other Costs                  | n/a                    | At Cost/Per Person                     |