

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, 2022 to August 31, 2024. Following the initial term, the Parties shall have the mutual option to renew this Agreement for up to two (2) additional one (1) year periods. The Parties agree to the following:

Scope of Work

Axis will serve as the exclusive forensic toxicology laboratory for Client.

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 will result in the cancellation of testing until questions are resolved.

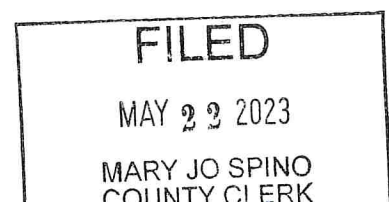
Axis will follow legal chain-of-custody procedures which comply with the applicable state and federal laws as well as the current test practices in forensic toxicology, including American Board of Forensic Toxicology (ABFT), the College of American Pathologists (CAP) test practices, and the Society of 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

Axis will provide to Client a current price list for available services and notice of any price changes. 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 thirty (30) 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 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.

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: Chief Executive Officer

Date: 5-19-2023

Client: Jackson County, Missouri

By: Bob Crutsinger

Printed Name: Bob Crutsinger

Title: Director of Finance

Date: 5-19-2023

APPROVED AS TO FORM

Cheryl D. Heller
County Counselor

ATTEST:

Mary Pino
Clerk of the County Legislature

Schedule A

Pricing Proposal (5.1.9)– RFP No. 114-22 (“RFP”) December 27, 2022

Axis knows your work requires completion in unprecedented times with dependable, accurate results, timely response to questions and problems, fair and reasonable prices, and relevant postmortem, human performance, and drug-facilitated crime tests from your toxicology laboratory. Axis proposal demonstrates a commitment to keeping prices flat while adding services over time as shown in the table below. We deeply value our partnership with the Jackson County, Missouri, Medical Examiner Office (“JCMEO”) and look forward to serving you well.

Discounted Advanced Pricing for the RFP

This listing of related panels to the Technical Proposal submission states whether ordering services will include testing on all specimens submitted for testing or whether separate charges will be incurred on a per specimen basis. The 70510: Comprehensive Drug Panel, Blood, Urine Vitreous and the 70530: Drugs of Abuse Panel, Blood, Urine Vitreous panels are bundled charges for testing blood, urine, and vitreous, as described in the Whole Case Approach. All other order codes are charged on a per specimen basis.

Order Code Test Name, Specimens Tested		2018-22 RFP Advanced Pricing	
70510:	Comprehensive Drug Panel, Blood, Urine Vitreous	\$ 200.00	\$ 200.00
70510FL:	Comprehensive Drug Panel, Fluid	\$ 425.00	\$ 350.00
70510T:	Comprehensive Drug Panel, Tissue	\$ 325.00	\$ 350.00
70510V:	Comprehensive Drug Panel, Vitreous	\$ 325.00	\$ 350.00
70530:	Drugs of Abuse Panel, Blood, Urine Vitreous	\$ 130.00	\$ 130.00
70555FL:	Drugs of Abuse Panel, Fluid	\$ 245.00	\$ 245.00
70555T:	Drugs of Abuse Panel, Tissue	\$ 245.00	\$ 245.00
70555V:	Drugs of Abuse Panel, Vitreous	\$ 245.00	\$ 245.00
13610:	Psychoactive Substances Panel, Blood		\$ 200.00
13610U:	Psychoactive Substances Panel, Urine		\$ 200.00
13810:	Designer Opioids Panel, Blood		\$ 200.00
13810U:	Designer Opioids Panel, Urine		\$ 200.00
13810V:	Designer Opioids Panel, Vitreous		\$ 200.00
13710:	Novel Emerging Substances Panel, Blood		\$ 200.00
13710U:	Novel Emerging Substances Panel, Urine		\$ 200.00
13710V:	Novel Emerging Substances Panel, Vitreous		\$ 200.00
42130:	Synthetic Cannabinoids, Blood		\$ 200.00
32400:	Electrolytes Panel	\$ 75.00	\$ 20.00
44060:	Carbon Monoxide, Blood		\$ 65.00
	Bulk Extended 2 nd Year Storage (monthly flat fee)		\$ 500.00

R. 21173

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 specific purchases is subject to annual appropriation.

5-19-2023
Date


Director of Finance & Purchasing