

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	
<b>MEETING DATE:</b> FC 03/24/2020 BC 04/07/2020	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Personal Services Contract Amendment No. 1 with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions	Pass Resolution <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Rosa Garcia	Pass Ordinance	1ST DISCUSSION
<b>Reviewed By:</b> Darryl Banks	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

Benton-Franklin Counties Juvenile Justice Center has contracted with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions to provide urinalysis supplies and testing for the Benton-Franklin Counties Juvenile Justice Center for juveniles under the jurisdiction of the Court. Benton-Franklin Counties Juvenile Justice Center has a need to amend Exhibit A, Lab Testing - Urine rates to include 6 Drug Panel, Individual Direct Confirmations/Reconfirmations drug testing, plus add Lab Testing - Oral Fluid services.

**SUMMARY**

The parties agree to Personal Service Contract Amendment No. 1 between Benton-Franklin Counties Juvenile Justice Center and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions and amend Section 1 ("Contract Documents"), Section 3 ("Services Provided") and Section 5 ("Compensation") of the contract to amend Exhibit A, Lab Testing - Urine rates and add Lab Testing - Oral Fluid rates for services to be provided.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Service Contract Amendment No. 1 between Regional Toxicology Services, LLC d/b/a Cordant Health Solutions, and Benton-Franklin Counties Juvenile Justice Center.

**COORDINATION**

Coordination of the Contract occurred as follows: Rosa Garcia, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract as to form; Amanda Gibbs, Regional Toxicology Services, LLC d/b/a Cordant Health Solutions, and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

**FISCAL IMPACT**

Amount not to exceed \$15,000.00. No Supplemental required.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Contract between the Benton-Franklin Counties Juvenile Justice Center and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions.

**HANDLING/ROUTING**

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Rosa Garcia to disperse.

**I certify the above information is accurate and complete.**

Rosa Garcia

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

**BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;**

**IN THE MATTER OF PERSONAL SERVICES CONTRACT AMENDMENT NO. 1 WITH REGIONAL TOXICOLOGY SERVICES, LLC D/B/A CORDANT HEALTH SOLUTIONS TO PROVIDE URINALYSIS TESTING FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER FOR JUVENILES UNDER JURISDICTION OF THE COURT.**

**WHEREAS**, Benton Franklin Counties Juvenile Justice Center currently contracts with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions; and

**WHEREAS**, Regional Toxicology Services, LLC d/b/a Cordant Health Solutions provides urinalysis testing for juveniles under the jurisdiction of the Court; and

**WHEREAS**, the purpose of the Personal Service Contract Amendment No. 1 is to amend Section 1 ("Contract Documents"), Section 3 ("Services Provided") and Section 5 ("Compensation") of the contract to amend Exhibit A, Lab Testing - Urine rates and add Lab Testing - Oral Fluid rates for services to be provided; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Juvenile Justice Administrator's recommendation of Personal Services Contract Amendment No. 1 between Benton-Franklin Counties Juvenile Justice Center and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Personal Service Contract Amendment No. 1; and

**BE IT FURTHER RESOLVED**, the term of the attached Contract commences immediately upon execution by the Counties and expires on December 31, 2021.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2020  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this \_\_\_\_ day of \_\_\_\_\_ 2020  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

JUDGES

Hon. Carrie Runge  
Hon. Cameron Mitchell  
Hon. Bruce Spanner  
Hon. Alexander C. Ekstrom  
Hon. Jacqueline Shea-Brown  
Hon. Joseph M. Burrowes  
Hon. Samuel P. Swanberg

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388  
PHONE (509) 783-2151 • FAX (509) 736-2728

JACQUELINE I. STAM  
PAMELA E. PETERSON  
DARIN R. CAMPBELL  
Court Commissioners

### PERSONAL SERVICES CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions, with its principal offices located at 1760 East Route 66, Suite 1, Flagstaff, AZ 86006 (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein and in the parties' Contract, numbered as Benton County Resolution No. 2020 024 and executed on January 7, 2020 and Franklin County Resolution No. 2019 369 and executed on December 10, 2019, the parties agree to amend the Contract as follows:

1. **Section 1 - CONTRACT DOCUMENTS**, will be amended in its entirety to read:

This Contract consists of these Terms and Conditions and the following documents:

a. **Amended Exhibit A – Benton-Franklin Counties Scope of Services and Pricing Schedule**

2. **Section 3(a) - SERVICES PROVIDED**, will be amended to read:

a. The CONTRACTOR shall provide urinalysis testing to juvenile required to provide urinalysis. A detailed description of the services to be performed and supplies provided by the CONTRACTOR is set forth in **Amended Exhibit A**, "Benton-Franklin County Pricing Schedule", which is attached hereto and incorporated herein by reference.




3. **Section 5(a) and (d) – COMPENSATION**, will be amended to read:

a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance to **Amended Exhibit A**. A detailed description of the compensation to be paid by the COUNTIES is set forth in **Amended Exhibit A**, which is attached hereto and incorporated herein by reference.

- d. The CONTRACTOR may, in accordance with **Amended Exhibit A**, submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

Except as expressly provided in this Contract Amendment No. 1, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment No. 1 shall be effective upon execution by the parties.

<b>Regional Toxicology Services, LLC d/b/a Cordant Health Services</b>	<b>Benton-Franklin Counties Juvenile Justice Center</b>
 2/28/2020	 3/12/2020
Amanda Gibbs, Vice President      Date	Darryl Banks, Administrator      Date
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form:  03/10/20	Approved as to Form:
Stephen Hallstrom, Deputy Prosecuting Attorney      Date	Deputy Prosecuting Attorney      Date
By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u>	By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: _____
Attest:	Attest:
Clerk of the Board: _____	Clerk of the Board: _____



Health Solutions™

Amended Exhibit A

Benton-Franklin Counties Juvenile Justice Center  
5606 W. Canal Place, Ste. 106  
Kennewick, WA 99336

Tacoma Laboratory

Contact: Troy Grall Phone: 509-737-2779 E-Mail: troy.grall@co.benton.wa.us Fax: 509-736-2718

**SCOPE OF SERVICES & PRICING SCHEDULE**

**PRICING ASSUMPTIONS: Actual volume and positivity rates will be evaluated after 60-90 days and price may be adjusted accordingly.**

**Volume per month: 40 samples**

**FedEx Pickup Frequency: 1 location, on call**

**Positivity Rate: 15%**

**Lab Testing – Urine**

**URINE: LAB SCREEN PLUS AUTOMATIC CONFIRMATION\* - Automatic confirmations will be conducted on ALL positive drugs at NO additional charge.**

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION	PRICE PER TEST
<input type="checkbox"/>	<b>5 Drug Panel:</b> Amphetamine/Methamphetamine, Benzodiazepines, Cocaine, Opiates, THC/Cannabinoids.	<b>\$8.50</b>
<input type="checkbox"/>	<b>6 Drug Panel:</b> Amphetamine/Methamphetamine, Benzodiazepines, Cocaine, Opiates, THC/Cannabinoids, <b>Fentanyl</b> .	<b>\$9.00</b>
<input type="checkbox"/>	<b>Individual Direct Confirmations/Reconfirmations:</b> Amp/Meth, Benzodiazepines, Cocaine, Opiates, THC, Fentanyl	<b>\$15.80/per drug</b>
<input type="checkbox"/>	<b>EtG/EtS Add-On</b>	<b>\$5.00</b>

**Lab Testing: Oral Fluid**

**Oral Fluid: LAB SCREEN PLUS AUTOMATIC CONFIRMATION\* - Automatic confirmations will be conducted on ALL positive drugs at NO additional charge. Oral fluid pricing includes the Quantisal collection device.**

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION (Please circle desired drugs)	PRICE PER TEST
<input type="checkbox"/>	<b>5 Drug Panel – Amphetamines/Methamphetamines, Benzodiazepines, Cocaine, Opiates, THC/Cannabinoids</b>	<b>\$15.00</b>

## Additional Services

### **COURT REPRESENTATION AND TESTIMONY**

DESCRIPTION	FEES
In-person (includes travel, a daily meal per-diem and hotel costs not to exceed the County and state rates, and any other related travel cost)	\$700/day + travel
Telephonic	No Charge
Skype or video-conferencing	No Charge
Litigation Packet	\$75.00

## **Cordant SENTRY™**

### **EVIDENCE BASED SUBSTANCE ABUSE MANAGEMENT PROGRAM**

Web-based randomization  
Local telephone line for clients to call into daily  
Call log reports date, time, phone # and caller ID  
Electronic chain of custody  
Real-time test results  
Non-compliance alerts and reports  
Full customization and on-going support of SENTRY and all features

***\*IMPORTANT NOTE:*** A screened positive result is considered presumptive. A small percentage of screen only positive results will not confirm by an alternative method. Therefore, for the protection of all involved parties, no punitive action should take place without the donor being afforded the opportunity to have positive screen result(s) confirmed by GC/MS, GC, or LC/MS/MS.

## SERVICES/SUPPLIES INCLUDED

### GC/MS & LC/MS/MS Confirmation:

Cordant utilizes GC/MS (Gas Chromatography / Mass Spectrometry) and LC/MS/MS (Liquid Chromatography double Mass Spectrometry) as our confirmation methods providing the most definitive and accurate results.

### Quantitation:

Included on all GC/MS & LC/MS/MS confirmed positives unless otherwise specified.

### Adulterant Test:

Cordant offers a full adulterant test: pH, Oxidants, Specific Gravity and Uric Acid, as requested, at additional charge. Creatinine is automatically run on every urine specimen to ensure validity of the sample.

### Specimen storage in Tacoma:

Negative specimens are held for 7 days.

Positive specimens are held for 60 days.

### Provided Specimen Collection & Transport Supplies:

- Specimen Container with Temperature Strip
- Specimen Security Bag
- Courier Bag, FedEx Supplies, or USPS Mailers

Specimen Transport: FedEx or Courier (select locations) pick-ups Monday through Friday with next day delivery to Cordant Health Solutions \* *A FedEx surcharge may apply when shipping less than 5 samples per bag or fewer pickup days can be chosen to help reduce your price.*

### ELECTRONIC TEST RESULTS:

Secure Online web portal through our standard web results portal or SENTRY. Results can also be delivered via fax, web, or e-mail. We provide results within a 24-48 hour turn-around time (not including weekends and holidays). We pride ourselves on providing quality test results within the fastest turn-around times in the industry.

Confirmed positive test results for common substances are typically provided within 48-72 hours after receipt of specimens by the laboratory. Negative screen results are reported within twenty-four to forty-eight (24-48) hours of receipt by the laboratory. On average, Cordant Health Solutions Laboratory delivers over 40% of confirmed positive results on common substances on the same day as receipt of specimen, with the balance reported the following day. Results are noted individually as positive or negative.

**TURNAROUND TIME (TAT):**

**Upon receipt at laboratory:**

**Urine**

- ◆ *Negative results are reported within 24 hours – 48 hours.*
- ◆ *Positives are reported within 48 – 72 hours.*

**Oral Fluid**

- ◆ *Negative results reported within 24 - 48 hours.*
- ◆ *Positive results available within 48 - 72 hours.*

**Hair Testing (sent to Cordant – New York)**

- ◆ *Negative results reported within 3-5 business days.*
- ◆ *Confirmed positive results reported within 5-7 business days.*

**BILLING:** Cordant Health Solutions monthly invoicing for direct bill customers can be invoiced net 15 Days or Net 30 Days. You will be invoiced at Net 30 unless otherwise specified.

\*\*This service agreement must be signed within 90 days of delivery or it can be void and a new service agreement will be created.



# TERMS AND CONDITIONS

The prices listed in this schedule will remain in effect for one (1) year from the execution of this pricing schedule, subject to revision based on changes to pricing assumptions as set forth above. After the initial one (1) year period, upon thirty (30) days' written notice, Cordant retains the right to make adjustments, including price adjustments (due to cost changes) and change in methodology (due to advances in technology).

The customer, Benton-Franklin Counties Juvenile Justice Center, agrees to remit payment to Cordant, following receipt of invoice, per the payment terms shown. At Cordant's discretion, services may be terminated for late and/or non-payment. With respect to all payments received more than fifteen (15) days after the Payment Due Date, a late charge of one- and one-half percent (1.5%) per month or the maximum permissible amount permitted under the law, may be charged at Cordant's sole discretion on payments due to Cordant from the Payment Due Date until the date the payment is received by Cordant.

Laboratory Services shall only be rendered by Laboratory with a valid order, on Cordant's electronic or hard-copy requisition form, entered by a person authorized under applicable law to order the requested laboratory testing. Under no circumstances shall Cordant's liability to Client for any loss related to the provision of laboratory services pursuant to this pricing schedule exceed the value of payments made to Cordant by Client for such services. Nothing in this Agreement shall require Client to refer laboratory tests to Cordant. Cordant may, at its sole discretion, terminate the provision of laboratory services to client upon fifteen (15) days' notice for nonpayment or violation of the Terms and Conditions.

On behalf of the organization listed below, I hereby understand and agree to the above services and terms.

5606 W. Canal Pl, Ste 106, Kennewick WA 99336  
Client Name & Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

See contract signature page  
**Signature**

\_\_\_\_\_  
**Date**

**Cordant Representative**

\_\_\_\_\_  
*Cordant Representative (Print Name)*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Date**