

CONTRACTOR: Cordant Health Solutions  
CONTACT PERSON: Chelsey Rangel  
ADDRESS: 5604 Fortune Circle South Drive, Suite N  
Indianapolis, IN 46241  
TELEPHONE/FAX NUMBER: 928-440-6288, 928-526-1777  
COUNTY DEPT: Superior Court  
DEPT. CONTACT PERSON: Jamie Reed  
TELEPHONE/FAX NUMBER: 425-388-7865  
PROJECT: Drug and Alcohol Testing and Collection  
AMOUNT: \$746,000.00 (not to exceed)  
FUND SOURCE: County Local Sales Tax Funds and State Funds  
CONTRACT DURATION: March 1, 2026, through December 31, 2027

#### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and TECHNICAL RESOURCE MANAGEMENT, LLC d/b/a Cordant Health Solutions, a corporation (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide drug and alcohol testing and collection services for Snohomish County recovery treatment courts and juvenile treatment services programs. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. The services shall be performed in accordance with the requirements in this Agreement. This Agreement is the product of County RFP No. 23-069BC.
2. Term of Agreement; Time of Performance. This Agreement shall be effective upon contract execution (the "Effective Date") and shall terminate on December 31, 2027, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. FURTHER PROVIDED, however, that the County's obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. .
3. Compensation. Prices shall remain fixed during the Agreement term.

- a. Services. The County will pay the Contractor on a fee basis for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.
- b. Overhead and Expenses. The Contractor's compensation for services includes overhead but does not include specific reimbursable expenses.
- c. Invoices. The Contractor shall submit properly executed invoices to the County in accordance with Schedule B.
- d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpaybles@snoco.org](mailto:SnocoEpaybles@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

- e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes  No

- f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$746,000.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work

made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not “work made for hire” within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Jamie Reed  
Title: Program Administrator Specialty Courts  
Department: Superior Court  
Telephone: (425) 388-7865  
Email: [Jamie.Reed@snoco.org](mailto:Jamie.Reed@snoco.org)

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor’s work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor’s conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor’s obligations under this Agreement to another party

in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnities' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the

Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the

coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

- (i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;
- (ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
- (iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;
- (iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000
- (v) Professional Liability \$1,000,000 per Claim/Aggregate

d. Other Insurance Provisions and Requirements. The insurance coverage required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

- (i) The County, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.
- (ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.
- (iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A: VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+: VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

- e. Subcontractors. The Contractor shall include all subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverage provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.
17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.
18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.
21. Non-Waiver of Breach; Termination.
  - a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
  - b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within 15 business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

- c. The County or Contractor may terminate this Agreement upon 30 business days' written notice to either party for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.
- d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:                      Snohomish County Superior Court  
3000 Rockefeller Avenue M/S 502  
Everett, Washington 98201  
Attention: Andrew Somers  
Superior Court Administrator

and to:                                      Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention: Bill Thornton  
Purchasing Manager

If to the Contractor:                      Cordant Health Solutions  
5604 Fortune Circle South Drive, Suite N  
Indianapolis, IN 46241  
Attention: Chelsey Rangel  
VP of Revenue Cycle Management

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such

information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records General Rule 31.1. This Agreement and all public administrative records associated with this Agreement shall be available from the Court for inspection and copying by the public where required by General Rule 31.1. To the extent that public administrative records then in the custody of the Contractor are needed for the Court to respond to a request under General Rule 31.1, as determined by the Court, the Contractor agrees to make them promptly available to the Court. If the Contractor considers any portion of any record provided to the Court under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the Court receives a request under General Rule 31.1, to inspect or copy the information so identified by the Contractor and the Court determines that release of the information is required by General Rule 31.1 or otherwise appropriate, the Court's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor files opposition to the disclosure pursuant to General Rule 31.1(f). If the Contractor fails to timely file opposition to the disclosure, the Court will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act or GR 31.1. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.
29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.
30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.
32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.
33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

Andrew Somers                      2/13/26  
Andrew Somers                      Date  
Superior Court Administrator

CONTRACTOR:

Decia J Stenzel                      02/13/2026  
Contractor                              Date

Decia J Stenzel, CEO  
Print Name and Title

**EXHIBIT A**  
**DRUG AND ALCOHOL TESTING AND COLLECTION SERVICES**

**SCOPE OF SERVICES**

The Contractor shall provide laboratory drug and alcohol testing and urinalysis specimen collection services for adult and family recovery court participants that provides accurate, timely and comprehensive assessment of unauthorized substance use throughout a participant's time in recovery court. Additionally, provide laboratory drug and alcohol testing for Detention and Probation services.

1) Randomized Testing Schedule

Provide a web-based drug and alcohol testing application that provides the ability to create an individualized/randomized urinalysis testing schedule for adult and family participants in Snohomish County Recovery Courts. Participants should not be on the same testing schedule as others. The web-based application is available to be utilized by the County in order to execute an individualized urinalysis testing schedule for our participants that is random and unpredictable. This application shall provide the ability for the County to randomize testing frequencies by a wide variety of variables and also the ability to weight additional surprise tests.

2) Drug Testing Notification Services

The Contractor shall provide a local phone line for the adult and family participants in the County's Recovery Courts to call in on a daily basis (Weekdays and Weekends, including Holidays) to see if they are to submit a urinalysis specimen on any given day. This phone line shall be able to provide testing information on whether they are to provide a specimen or not between the hours of 5:00am – 5:00pm, 7 days a week, 365 days per year. The Contractor shall have procedures and redundancies in place to ensure that this phone line is open and available to provide this pertinent information during the days and times indicated above. A web-check in feature shall also be provided, if available in the Contractor's current system, for notification of drug testing.

3) Result Reporting

The Contractor shall have testing results available and reported within twenty-four to forty-eight hours for negative results and forty-eight to ninety-six hours on specimens in need of confirmation testing, from the time of specimen collection, excluding weekends/holidays. If results are not received within the negative or confirmed testing timeline, then the fee for the screening and confirmation costs will be waived.

Results shall be able to be pulled from the Contractor's web-based drug testing application and also have the ability to be scanned or available for printing to the program within the indicated reporting timeframes.

The final result report shall include:

- Donor Name
- Agency/Sub-Agency

- Specimen Identification Number
- Type of Sample
- Collection Date/Time, Received in Lab Date/Time & Reported Date/Time
- Medications listed on collection form, if designated, and if the sample is confirmed.
- Collection Site where the sample was collected and by which collector
- Location of specimen testing
- Test results including: Result levels, Outcome, Method of Testing, Cutoff levels, Validity Testing results and any pertinent notes/comments.

All final confirmed results must be signed off by the Contractor's certifying scientist.

4) Validity Testing

All specimens will be routinely examined for evidence of dilution and adulteration. Every sample will be tested and reported on for the following validity testing:

- Creatinine
- Specific Gravity
- pH
- Nitrate

5) Confirmation Testing

All urinalysis specimens that initially screen positive for an immunoassay screen will be confirmed using an instrumented confirmation test, such as gas chromatography/mass spectrometry (GC/MS) or liquid chromatography/mass spectrometry (LC/MS) if requested.

6) Laboratory Certification Requirements

The Contractor's testing laboratory will maintain current laboratory certification with the Substance Abuse and Mental Health Services Administration (SAMHSA), or another national laboratory certifying body.

7) Toxicology Expert Services

A toxicology expert of the Contractor shall be available for education and training. Toxicologists shall be also available to confer with the County on questions regarding urinalysis and oral testing, specialty testing, cross reactivity on assays, etc.

8) Collection Services

The Contractor shall collect observed urinalysis specimens from adult and family participants in the County's Recovery Courts. The Contractor will adhere to the Drug and Alcohol Collection Services and Procedures outlined in Exhibit 3. The only valid form of specimen collection for our programs is urine. Oral collection and testing must have prior approval from the County. The Contractor will adhere to ADA guidelines and not discriminate based on a donor's sexual orientation or gender identity.

9) Collection Site Locations

- A. The Contractor will maintain their current collection site that is within the city limits of Everett, Washington, and easily accessible by mass transit. The collection sites will be open and available to participants between the hours of 7:00 am and 5:00 pm Monday through Friday (including holidays) and between the hours of 7:00 am and Noon

Saturday and Sundays (including holidays). No additional charges will be accepted by the County for collection on weekends and/or holidays as indicated above.

- B. Future Site Location: The Contractor will work in partnership with the County towards securing an additional collection site location that is within North or South Snohomish County and is easily accessible by mass transit and close to the Interstate 5 corridor. A second collection site will be open and available to participants between the hours of 7:00 am and 3:00 pm Monday through Friday (including holidays).

10) Collection Site Staff

- A. The collection site will be staffed by at least one male and one female collector at all times during collection times as indicated above. Redundancies must be in place to ensure that the collection site adheres to this staffing requirement. All staff shall be trained in the proper collection protocols for observed urinalysis specimen collection and abide by vendor collection protocols and the protocols put in place by the County as indicated in Exhibit C. If oral collection and testing is approved, the collection site must have two staff onsite to maintain a 15 minute observation period of each participant before the oral collection may begin.
- B. If the collection site is not staffed by one male and one female collector during the business hours indicated above, the collection site will perform oral fluid collections as an alternative. The contractor will notify County when oral fluid collections are necessary. The collection site must have two staff onsite if oral fluid collections are to be performed. If the collection site does not have two staff for oral fluid collections, then the County's monthly specimen rate shall increase ten (10) specimens per day of inadequate staffing. The County may waive the increase in specimen rate for minimal incidents of non-staffed male and female hours due to emergencies or illness.

If the reason for the lack of providing one male and one female collector is due to a staffing vacancy, the contractor will fill the vacancy as quickly as possible. If contractor cannot provide two staff onsite to collect oral fluid specimens, the County may enter a maximum of three (3) "holidays" in Sentry a week (Monday – Sunday) to reduce the business hours until the position is filled. The three (3) "holidays" in Sentry shall rotate every week for testing randomization. If the vacancy exceeds thirty (30) days, then the county's monthly specimen rate will be increased by 15 specimens for each day the collection site is not able to provide two staff members for oral fluid collections and a "holiday" is used in Sentry.

11) Observation

All collections shall be observed and collected by a same-gender Contractor collection staff trained to maintain a legally defensible chain of custody of the urine specimen and specimen collection procedures to ensure that all specimens have not been manipulated by the client. The Contractor shall adhere to the observation collection procedures for both male and female donors that is outlined in Exhibit C.

All oral collections shall have two staff on site to provide direct observation of the participant 15 minutes prior to the oral collection. The collector shall write the time 15 minute observation started and ended to provide to the County at end of the day reporting. The collector shall have

the participant sit in the designated area and have a direct line of sight of the participant for observation.

Contractor collection staff will go over these collection procedures with all new donors and adhere to the procedures outlined. If Contractor collection staff are suspicious of or have caught any adulteration/tampering of samples during the observation process, they shall follow all Contractor protocols and notify the County by submitting an incident report of the behavior.

12) Web-based Collection Services

All specimens collected at the Contractor collection site shall be tracked in their web-based system that provides the ability to inform the County of the following:

- Those participants who are scheduled for a UA test on a daily basis
- If a donor showed and provided a sample, or showed and was not able to provide a sample.
- If there were any issues with a collection, or multiple attempts done
- If a donor misses a scheduled test

The County should have the ability to enter in new donors into the web-based system and pull information out of this system to be able to verify all of the above.

13) Specimen Collection Supplies

The Contractor shall provide all necessary supplies and containers for specimen collection, transportation of specimens and paper collection forms at both the vendor collection sites and for collections done at the County's Juvenile Court facilities by County staff. This includes specimen hats, which are required for all female collections.

14) Specimen Chain of Custody/Transportation

The Contractor shall follow proper chain-of-custody procedures when handling specimens. An established paper trail identifying each person who handled the specimen from collection to laboratory analysis to reporting of the results is required. Proper labeling and security measures must be adhered to in order to provide confidence that the specimen belongs to the donor identified on the record and the specimen was properly transported and stored according to laboratory protocols and manufacturer recommendations.

All specimens collected at the Contractor collection sites shall be picked up on a daily basis (excluding weekends and holidays) and transported to the laboratory for testing using secure chain of custody procedures which are acceptable by a court of law. Specimens should arrive laboratory and be scanned for processing within twenty-four hours from pick up at the collection site.

All specimens collected at Snohomish County facilities, shall be picked up by the Contractor daily (Monday – Friday, excluding Federal Holidays) and transported to the laboratory for testing using secure chain of custody procedures which are acceptable by a court of law.

The Contractor collection site shall be closed for the following holidays: New Year's Day (1/1/2026 and 1/1/2027) Fourth of July (7/4/2026 and 7/4/2027); Thanksgiving (11/26/2026 and 11/25/2027); and Christmas (12/25/2026 and 12/25/2027).

## EXHIBIT B

### DRUG AND ALCOHOL TESTING AND COLLECTION SERVICES REIMBURSEMENT RATES

#### **REIMBURSEMENT PROCEDURES**

The total amount of reimbursement for Drug and Alcohol Testing and Collection services under this Agreement shall not exceed \$746,000.00. Any obligations of the County are contingent upon local legislative appropriation of funds for the specific purpose of funding this agreement in accordance with the Snohomish County Charter and applicable law.

Services rendered under this contract shall be reimbursed at the rates set forth below. Billing for drug testing and collection services will be on a monthly basis. Invoices shall note the program name, participants' names, testing costs breakdown for each specimen (panel, additional tests, collection costs, etc.). Invoices are due by the 10<sup>th</sup> of the month following in which the services were rendered.

The County will process claims for reimbursement after all supporting documentation is provided in correct and proper form. Claims for reimbursement received after said date will be processed in the following month's claims for reimbursement. Payment shall be made for services included in claims submitted within forty (40) days following the month during which services were performed under this contract.

#### **REIMBURSEMENT RATES**

The rates and/or fees charged to the County by the Contractor for work performed under the Agreement shall be:

##### **Specimen Collection Fee for Observed Urine**

The collection fee pricing shall be determined by the monthly volume of tests as listed below. The collection fee price shall be set on the 1st of every month based upon the volume of monthly tests collected during the prior month.

##### **Collection Pricing**

Option A –Everett Site Collection Hours as indicated in Exhibit A section 9 and with the County Holidays Observed as indicated in Exhibit A section 14.

Monthly Volume	Price per Collection
300-349	\$ 71.46
350-399	\$ 61.26
400-449	\$ 53.60
450-499	\$ 47.65
500-549	\$ 42.88
550-599	\$ 38.99
600-649	\$ 35.73
650-699	\$ 32.58
700-749	\$ 30.63
750-799	\$ 28.59
800-849	\$ 26.80
850-899	\$ 25.22
900-949	\$ 23.82
950-999	\$ 22.56
1000-1049	\$ 21.44
1050-1099	\$ 20.39
1100-1149	\$ 19.49
1150-1200	\$ 18.65

### **Urine Drug Testing**

**Test Method for All Panels in this Section:** Immunoassay screen w/positives confirmed by GC/MS or LC/MS/MS. Confirmation is automatic and at a separate fee.

The current six urine drug testing panels used by Snohomish County:

**LABORATORY SERVICES**

**URINE SPECIFIC DRUG PANEL**

Immunoassay screen. Confirmation will be charged at the confirmation rate, per drug

Test ID:	Panel Description	Price
<p><i>Test Panel:</i> T1713</p> <p><i>Panel Description:</i> URINE: MTD MAT PANEL w/ Auto Reflex AMP,BZO, COC, MTD, OPI, OXY, FENT</p>	<p>URINE: Meth/Amphetamines (1000 ng/ml) <b>URINE: Ecstasy (500 ng/ml)</b> URINE: Benzodiazepines (300 ng/ml) URINE: Cocaine (300 ng/ml) URINE: Opiates (300 ng/ml) <b>URINE: Ethyl Glucuronide-ETG (500 ng/ml)</b> <i>URINE: Fentanyl (2.0 ng/ml)</i> URINE: Oxycodone (300 ng/ml) URINE: THC (20 ng/ml) URINE: Methadone (300 ng/ml) URINE: pH Screen Specimen Validity Panel</p>	<p>\$ 9.99</p> <p>(9 Drug Panel \$7.99 + Fentanyl \$2.00)</p>
<p><i>Test Panel:</i> T1714</p> <p><i>Panel Description:</i> URINE: BUP MAT PANEL- Auto reflex for AMP, MDMA, BZO, COC, OPI, Oxy, BUP, FENT</p>	<p>URINE: Meth/Amphetamines (1000 ng/ml) <b>URINE: Ecstasy (500 ng/ml)</b> URINE: Benzodiazepines (300 ng/ml) URINE: Cocaine (300 ng/ml) URINE: Opiates (300 ng/ml) <b>URINE: Ethyl Glucuronide-ETG (500 ng/ml)</b> <i>URINE: Fentanyl (2.0 ng/ml)</i> URINE: Oxycodone (300 ng/ml) URINE: THC (20 ng/ml) <b>URINE: Buprenorphine (5 ng/ml)</b> URINE: pH Screen Specimen Validity Panel</p>	<p>\$ 10.66</p> <p>(8 Drug Panel \$7.66 + Buprenorphine \$1.00 + Fentanyl \$2.00)</p>

<p><i>Test Panel:</i> T1728</p> <p><i>Panel Description:</i> URINE: MTD AND BUP MAT PANEL= Auto Reflex AMP, OPI, MTD, BUP, FENT, COC</p>	<p>URINE: Meth/Amphetamines (1000 ng/ml) URINE: Cocaine (300 ng/ml) URINE: Opiates (300 ng/ml) <b>URINE: Ethyl Glucuronide-ETG (500 ng/ml)</b> URINE: Fentanyl (2.0 ng/ml) URINE: Methadone (300 ng/ml) URINE: THC (20 ng/ml) <b>URINE: Buprenorphine (5 ng/ml)</b> URINE: pH Screen Specimen Validity Panel</p>	<p>\$ 9.53</p> <p>(7 Drug Panel \$7.53 + Fentanyl \$2.00)</p>
<p><i>Test Panel:</i> T1735</p> <p><i>Panel Description:</i> URINE: 9 DRUG PANEL SCREEN-Full Auto Reflex</p>	<p>URINE: Meth/Amphetamines (1000 ng/ml) URINE: Cocaine (300 ng/ml) URINE: Opiates (300 ng/ml) <b>URINE: Ethyl Glucuronide-ETG (500 ng/ml)</b> URINE: Fentanyl (2.0 ng/ml) URINE: Benzodiazepines (300 ng/ml) URINE: THC (20 ng/ml) <b>URINE: Ecstasy (500 ng/ml)</b> URINE: Oxycodone (300 ng/ml) URINE: pH Screen Specimen Validity Panel</p>	<p>\$ 9.66</p> <p>(8 Drug Panel \$7.66 + Fentanyl \$2.00)</p>
<p><i>Test Panel:</i> T1735</p> <p><i>Panel Description:</i> URINE: 7 DRUG PANEL W/ETG (8 Panel ) with Full Auto Reflex</p>	<p>URINE: Meth/Amphetamines (1000 ng/ml) URINE: Benzodiazepines (300 ng/ml) URINE: Cocaine (300 ng/ml) URINE: Opiates (300 ng/ml) <b>URINE: Ethyl Glucuronide-ETG (500 ng/ml)</b> URINE: Oxycodone (300 ng/ml) URINE: THC (20 ng/ml) <b>URINE: Ecstasy (500 ng/ml)</b> Specimen Validity Panel URINE: pH Screen</p>	<p>\$ 7.66</p> <p>(8 Drug Panel \$7.66)</p>
<p><i>Test Panel:</i> T1739</p> <p><i>Panel Description:</i> URINE: 9 DRUG PANEL</p>	<p>URINE: Meth/Amphetamines (1000 ng/ml) URINE: Benzodiazepines (300 ng/ml) URINE: Cocaine (300 ng/ml) URINE: Opiates (300 ng/ml) <b>URINE: Ethyl Glucuronide-ETG (500 ng/ml)</b> URINE: Oxycodone (300 ng/ml) <b>URINE: Buprenorphine (5 ng/ml)</b> URINE: THC (20 ng/ml) URINE: Fentanyl (2.0 ng/ml) Specimen Validity Panel URINE: pH Screen</p>	<p>\$ 9.66</p> <p>(8 Drug Panel \$7.66 + Fentanyl \$2.00)</p>

**GENERAL URINE PANELS**

Any combination of the following drugs can be included in the General Panels:  
 Amphetamine/Methamphetamine, Benzodiazepines, Barbiturates, Cocaine, Opiates 300,  
 Oxycodone, THC 20, Methadone, PCP.

No more than two of the following drugs can be included in the panels below (and still adhere to the pricing schedule): Ethyl Glucuronide (ETG), Buprenorphine, Ecstasy

5 Drug Panel	\$ 7.27
6 Drug Panel	\$ 7.40
7 Drug Panel	\$ 7.53
8 Drug Panel	\$ 7.66
9 Drug Panel	\$ 7.99
10 Drug Panel	\$ 8.32
11 Drug Panel	\$ 8.65

**Single Drug Add-Ons**

The following drugs can be added to one of the panels above for the add-on pricing noted below. A new panel will be created with the additional drug(s) included

Add-on: Barbiturates, Methadone Metabolite (EDDP) Phencyclidine (PCP), Propoxyphene (PPX),	\$ 0.25
Add-on: Ecstasy (MDMA)	\$ 1.00
Add-on: Specialty Drugs – Level 1 – Carisoprodol, Meperidine, Tramadol, Fentanyl, Tramadol	\$ 2.00
Add-on: Specialty Drugs – Level 2 – Gabapentin, Zolpidem	\$ 4.00

**CONFIRMATION TESTS**

Test Method: Confirmations are performed by GC-FID (ethanol alcohol) or LC-MS/MS.  
 Confirmation can be automatic or upon request\* and are at a separate fee.

Standard Urine Drug Confirmations: Amp/Methamphetamine, Benzodiazepines, Barbiturates, Cocaine, Opiates, Oxycodone, THC, Methadone, PCP, Ecstasy, 6-AM, Ethanol	\$ 10.75
Specialty Drug Confirmations – Level 1: Buprenorphine, Ethyl Glucuronide (ETG), Carisoprodol, Meperidine, Tramadol, Fentanyl	\$ 15.00
Specialty Drug Confirmations – Level 2: Gabapentin, Zolpidem	\$ 20.00

<b>SPECIALTY STAND-ALONE TESTS (Not ordered in a panel)</b>		
Test Method: Immunoassay screen w/positives confirmed by LC-MS/MS		
Confirmation can be automatic or upon request and are at a separate fee		
<b>Drug</b>	<b>Screen</b>	<b>Confirmation</b>
Barbiturates		\$ 11.50
Cannabinoid Extended (Delta 8, 9, CBD)		\$ 45.00
Carisoprodol (Soma)	\$ 9.50	\$ 15.00
Comprehensive Panel <sup>1</sup>		\$ 45.00
Ecstasy (MDMA)	\$ 9.00	\$ 15.00
Fentanyl	\$ 9.50	\$ 15.00
Extended Fentanyl Analogs		\$ 38.00
Gabapentin	\$ 11.50	\$ 20.00
Ketamine		\$ 20.00
Kratom-Mitragynine		\$ 25.00
Meperidine	\$ 11.50	\$ 38.00
Methadone Metabolite		\$ 11.50
Phencyclidine (PCP)		\$ 11.50
Propoxyphene		\$ 11.50
Tianeptine		\$ 40.00
Tramadol	\$ 9.00	\$ 15.00
Xylazine		\$ 52.00
Zolpidem	\$ 11.50	\$ 20.00
Synthetic Cannabinoids (Spice/K2 ) <i>Synthetic Cannabinoids Panel<sup>2</sup></i>		\$ 20.00
Synthetic Cathinones Designer Stimulants Panel <i>Bath Salts/Flakka: Alpha-PVP, MDPV, Mephedrone, Cathinone, Methcathinone</i>		\$ 25.00

## Oral Fluid Testing

ORAL FLUID		Price Per Test
<b>ORAL FLUID PANELS – Substitute for Same Sex Collector</b> Test Method: Immunoassay screen w/positives confirmed by LC-MS/MS. Confirmation is automatic and at a separate fee of \$15.00 per drug confirmation		
<b>Test Panel:</b> T1192 <b>Panel</b> <b>Description:</b> ORAL FLUID: 9 DRUG PANEL	<b>Test Description:</b> ORAL FLUID: Meth/Amphetamine (50 ng/ml) ORAL FLUID: Opiates (40 ng/ml) ORAL FLUID: Cannabinoids/THC (4 ng/ml) <b>ORAL FLUID: Ecstasy (50 ng/ml)</b> ORAL FLUID: Oxycodone (40 ng/ml) ORAL FLUID: Benzodiazepine (20 ng/ml) ORAL FLUID: Ethanol (0.02%) ORAL FLUID: Cocaine (20 ng/ml) <b>ORAL FLUID: Buprenorphine (5 ng/ml)</b>	\$ 7.99  (9 Drug Panel \$7.99)
<b>Test Panel:</b> T1193 <b>Panel</b> <b>Description:</b> ORAL FLUID: MTD MAT PANEL	<b>Test Description:</b> ORAL FLUID: Meth/Amphetamine (50 ng/ml) ORAL FLUID: Benzodiazepine (20 ng/ml) ORAL FLUID: Cocaine (20 ng/ml) ORAL FLUID: Methadone (50 ng/ml) ORAL FLUID: Opiates (40 ng/ml) ORAL FLUID: Ethanol (0.02%) ORAL FLUID: Oxycodone (40 ng/ml) ORAL FLUID: Cannabinoids/THC (4 ng/ml) <b>ORAL FLUID: Fentanyl (1 ng/ml)</b>	\$ 9.66  (8 Drug Panel \$7.66 + Fentanyl \$2.00)
<b>Test Panel:</b> T1194 <b>Panel</b> <b>Description:</b> ORAL FLUID: BUP MAT PANEL S/ONLY	<b>Test Description:</b> ORAL FLUID: Meth/Amphetamine (50 ng/ml) ORAL FLUID: Opiates (40 ng/ml) ORAL FLUID: Cannabinoids/THC (4 ng/ml) <b>ORAL FLUID: Ecstasy (50 ng/ml)</b> ORAL FLUID: Oxycodone (40 ng/ml) ORAL FLUID: Benzodiazepine (20 ng/ml) ORAL FLUID: Ethanol (0.02%) ORAL FLUID: Cocaine (20 ng/ml) <b>ORAL FLUID: Buprenorphine (5 ng/ml)</b> <b>ORAL FLUID: Fentanyl (1 ng/ml)</b>	\$ 9.99  (9 Drug Panel \$7.99 + Fentanyl \$2.00)

<p><i>Test Panel:</i> T1729</p> <p><i>Panel Description:</i> ORAL FLUID: MTD AND BUP MAT PANEL- Auto Reflex AMP, OPI, THC, MTD, BUP, FENT, ETOH</p>	<p><i>Test Description:</i> ORAL FLUID: Meth/Amphetamine (50 ng/ml) ORAL FLUID: Opiates (40 ng/ml) ORAL FLUID: Cannabinoids/THC (4 ng/ml) ORAL FLUID: Methadone (50 ng/ml) <b>ORAL FLUID: Buprenorphine (5 ng/ml)</b> ORAL FLUID: Fentanyl (1 ng/ml) ORAL FLUID: Ethanol (0.02%) ORAL FLUID: Cocaine (20 ng/ml)</p>	<p>\$ 9.53</p> <p>(7 Drug Panel \$7.53 + Fentanyl \$2.00)</p>
<p><i>Test Panel:</i> T1734</p> <p><i>Panel Description:</i> ORAL FLUID: 9 DRUG PANEL SCREEN ONLY</p>	<p><i>Test Description:</i> ORAL FLUID: Meth/Amphetamine (50 ng/ml) ORAL FLUID: Opiates (40 ng/ml) ORAL FLUID: Cannabinoids/THC (4 ng/ml) <b>ORAL FLUID: Ecstasy (50 ng/ml)</b> ORAL FLUID: Oxycodone (40 ng/ml) ORAL FLUID: Benzodiazepine (20 ng/ml) ORAL FLUID: Fentanyl (1 ng/ml) ORAL FLUID: Ethanol (0.02%) ORAL FLUID: Cocaine (20 ng/ml)</p>	<p>\$ 9.66</p> <p>(8 Drug Panel \$7.66 + Fentanyl \$2.00)</p>
<p><i>Test Panel:</i> T1736</p> <p><i>Panel Description:</i> ORAL FLUID: 8 DRUG PANEL – Full Auto Reflex</p>	<p><i>Test Description:</i> ORAL FLUID: Meth/Amphetamine (50 ng/ml) ORAL FLUID: Opiates (40 ng/ml) ORAL FLUID: Cannabinoids/THC (4 ng/ml) <b>ORAL FLUID: Ecstasy (50 ng/ml)</b> ORAL FLUID: Oxycodone (40 ng/ml) ORAL FLUID: Benzodiazepine (20 ng/ml) ORAL FLUID: Ethanol (0.02%) ORAL FLUID: Cocaine (20 ng/ml)</p>	<p>\$ 7.66</p> <p>(8 Drug Panel \$7.66)</p>
<p><i>Test Panel:</i> T1737</p> <p><i>Panel Description:</i> ORAL FLUID: CORDANT ONLY 8P W/FENT ADD</p>	<p><i>Test Description:</i> ORAL FLUID: Meth/Amphetamine (50 ng/ml) ORAL FLUID: Opiates (40 ng/ml) ORAL FLUID: Cannabinoids/THC (4 ng/ml) <b>ORAL FLUID: Ecstasy (50 ng/ml)</b> ORAL FLUID: Oxycodone (40 ng/ml) ORAL FLUID: Benzodiazepine (20 ng/ml) ORAL FLUID: Ethanol (0.02%) ORAL FLUID: Cocaine (20 ng/ml) ORAL FLUID: Fentanyl (1 ng/ml)</p>	<p>\$ 9.66</p> <p>(8 Drug Panel \$7.66 + Fentanyl \$2.00)</p>

Test Panel T1740	ORAL FLUID: Meth/Amphetamine (50 ng/ml) ORAL FLUID: Amphetamines(50 ng/ml) ORAL FLUID: Opiates (40 ng/ml) ORAL FLUID: Cannabinoids/THC (4 ng/ml) ORAL FLUID: Oxycodone (40 ng/ml) ORAL FLUID: Benzodiazepine (20 ng/ml) ORAL FLUID: Ethanol (0.02%) ORAL FLUID: Cocaine (20 ng/ml) ORAL FLUID: Buprenorphine (5 ng/ml) ORAL FLUID: Fentanyl (1 ng/ml)	\$9.66  (8 Drug Panel \$7.66 + Fentanyl \$2.00)
ORAL FLUID PANEL TESTS – Purposeful Testing Test Method: Immunoassay screen w/positives confirmed by LC/MS/MS. Confirmation is automatic and at a separate fee of \$15.00 per drug confirmation.		
TBD	6 DRUG ORAL PANEL Amphetamine/Methamphetamine, Cocaine, Ecstasy, Opiates, Oxycodone, THC	\$ 11.75
TBD	7 DRUG ORAL PANEL Amphetamine/Methamphetamine, Benzodiazepines, Cocaine, Opiates, THC, Oxycodone, Fentanyl	\$ 14.75
TBD	9 DRUG ORAL PANEL Amphetamine/Methamphetamine, Ecstasy, Benzodiazepines, Buprenorphine, Cocaine, Opiates, THC, Oxycodone, Fentanyl	\$ 15.25
	Quantisal (Oral fluid collection device) (25/box) <i>For purposeful oral fluid testing, not for specimen type substitute from collector limitations.</i>	\$ 3.00

<sup>1</sup>**Comprehensive Panel** – Amphetamine 100, Methamphetamine 100, Ecstasy/MDMA 100, MDA 100, Phentermine 25, Methyphenidate 25, Ritalinic Acid 100, Codeine 25, Morphine 25, Hydrocodone 25, Hydromorphone 25, Norhydrocodone 50, Oxycodone 25, Noroxycodone 50, Oxymorphone 25, 6-AM 10, Fentanyl 2.5, Norfentanyl, Acetyl Fentanyl 10, Acetyl Norfentanyl 10, Carisoprodol 100, Meprobamate (metabolite) 100, Meperidine 100, Cis-Tramadol 100, Pentazocine 25, Tapentadol 25, Methadone 25, EDDP25, Buprenorphine 5, Norbuprenorphine 10, Naloxone 10, Naltrexone 25, 6-beta-naltrexol 25, Secobarbital 50, Butabarbital 50, Phenobarbital 50, Nordiazepam 25, Oxazepam 25, Temazepam 25, Lorazepam 25, Alpha-hydroxyalprazolam 25, 7-aminoclonazepam 25, Zolpidem 2.5, Zolpiclone 2.5, Diphenhydramine 50, Propoxyphene 25, Ketamine 25, Norketamine 25, Dextromethorphan 2.5, Dextrophan 2.5, PCP 25, Cyclobenzaprine 25, Gabapentin 500, Pregabalin 500, Mitragynine 1, Benzoylcegonine 100, Delta-9-THC-COOH 5.

<sup>2</sup>**Synthetic Cannabinoids Panel** – JWH018 M, JWH072 M, JWH073 M, AKB48 M, AM2201 M, MAM2202 M, UR144 M, UR144 PYRO M, 5F-PB-22 M, PB-22 M, AB-CHMINACA M2, AB-CHIMANACA M, AB-FUBINACA M, AB-FUBINACA M3, AB-PINACA PA M, MAB-CHINACA M2, ADBICA NPA M, ADB-PINACA PA M, MAP-CHIMINACA M11, XLR11 M, BB-22 M, 5F-ADB M, 5F-AMB M, MDMB-CHMINACA M2.

**EXHIBIT C**  
**DRUG AND ALCOHOL TESTING AND COLLECTION SERVICES**  
**COLLECTION PROCEDURES**

**Check in Process**

**Donors must stop at window to give their name. Then:**

- Search donor's name in Sentry.
- Confirm donor identification.
- Sign donor in on appropriate Sign-in Sheet (by referring court).
- Print legibly on Sign-in Sheet: Last Name, First Name, Accession #, Count #
  - Always follow this order, regardless of how it is written elsewhere.
- Have donor initial next to their name on the Sign-in Sheet and instruct them to take a seat in the waiting room.
- Once a donor has **Checked In** by providing their name to Cordant staff at the window, they cannot leave for any reason until a sample has been provided. If they leave without providing a sample, they will forfeit their ability to return that day to provide a sample and an Incident Report will be sent to Snohomish County.

**Fold paper appropriately so that the donor cannot see the testing panel.**

**When it is their turn (1<sup>st</sup> come, 1<sup>st</sup> serve):**

- Call donor's last name and follow them into back room. *If this is the first time that the donor has been to Cordant to provide a sample, please review the collection procedures with the donor and have them sign the procedure form. This then will be faxed to Snohomish County at the end of the day with all other faxed documents.*
- Instruct donor to remove any bulky clothing (i.e.: big sweatshirts, coats etc.) and place on the table in back room. If the donor does not want to leave their bulky clothing or other belongings in the back room, they can take it into the bathroom, but it must be removed and hung on the hook provided in the bathroom during the collection process.
- Collector will grab a cup from the large box on the table and (if female) instruct donor to grab a hat
- Collector will check the cup for deformities.
- Direct them into the bathroom.
- Instruct them to place cup (and hat) on shelf and wash their hands.

**FOR FEMALES:**

- Collector will grab paper towels and bleach bottle and clean toilet seat; place the hat on the toilet between seat/bowl.
- Collector will observe the collection at least arm's length distance from the front of the seated Donor.

**Direct donor to do the following procedures:**

- Lift shirt above bellybutton, but below chest, and show that the front/back area is free from potential tampering. Donor may lower shirt once this process is complete
- Have Donor pull down pants/shorts/skirt/tights/underwear below knee via hip

area (*outside of thighs*) and proceed to sit on toilet. **NOTE: donor should NOT have their hands near their genital area during the collection process until they are done providing their sample and are wiping.**

- Direct donor to have both arms/hands in the air above head during the sample process at all times.
- Donor must sit up straight during the collection process (*no hunching over*)
- During the evacuation process donor will be directed to “stop/restart” flow one time once flow has started.
- Once the sample has evacuated the body, donor can place their hands down, partially sit up to wipe, place paper in the back of toilet and pull up pants/shorts/etc.
- Do **NOT** take any specimen that is produced after the client wipes.
- Sample should be immediately poured into the cup and lid secured. Place sample on shelf.
- Make sure the cup doesn’t go in or near the sink as water can tamper with the temperature strip.
- If there is anything on the outside of the cup they may use a paper towel to wipe it off.
- Collector will take possession of the specimen and assure the lid has been secured. The temperature strip will be read in the restroom prior to donor washing their hands or leaving the restroom. **If nothing is showing on the strip (completely black) you can wait a moment to see if it shows.**
- Donor should wash their hands.
- Watch closely during entire process.
- Collector will then carry the specimen into the back room and check the lid is securely fastened, making sure the Donor can see the specimen at all times and set it at the designated location on the back table. Collector will lay the sample on its side and roll cup on a paper towel to check if cup or lid is leaking.

#### **FOR MALES:**

- Collector will observe the collection at least arm’s length distance from the left side of Donor at the sink.

#### **Direct Donor to do the following procedures:**

- Lift shirt above bellybutton, but below chest, and show that the front/back area is free from potential tampering. Donor may lower shirt once this process is complete.
- Ask Donor to lower pants and underwear to mid-thigh and show the Collector that the front/back area is free from potential tampering. Donor may then proceed with collection process.
- Donor must stand up straight.
- During the evacuation process donor will be directed to “stop/restart” flow one time once flow has started.
- Once sample has been collected, secure lid on sample and place on shelf. Pull up pants.
- Make sure the cup doesn’t go in or near the sink as water can tamper with the temperature strip.
- If there is anything on the outside of the cup they may use a paper towel to wipe it off.

- Collector will take possession of the specimen and assure the lid has been secured. The temperature strip will be read in the restroom prior to donor washing their hands or leaving the restroom. **If nothing is showing on the strip (completely black) you can wait a moment to see if it shows.**
- Donor should wash their hands.
- Watch closely during entire process.
- Collector will then carry the specimen into the back room and check the lid is securely fastened, making sure the Donor can see the specimen at all times and set it at the designated location on the back table. Collector will lay the sample on its side and roll cup on a paper towel to check if cup or lid is leaking.

#### **REFUSAL TO FOLLOW PROCEDURES:**

- If donor refuses to follow any of these procedures when asked to do so, inform them you will not take the sample given unless the requested steps are taken. **The only exception to this is if a donor is unable to stop/restart flow. If the donor is unable to do this, please proceed with the collection and notify Snohomish County via a faxed incident form unless directed otherwise by the Court.**
- If they still attempt to give a sample without following directions, tell them the collection is over and you will not take any specimen given at this time. Instruct them to throw the cup away and return to the waiting room until they are prepared to follow procedure and give another sample.
- Inform the appropriate Drug Court of any discrepancies and/or refusals of procedure. Do **NOT** discuss with the donor. If they ask questions, direct them to speak with their court.

#### **COLLECTION PROTOCOLS:**

- Under NO circumstances are you to touch the client or any part of their clothing.
- Collector should remain at least arm's length from Donor while collection is taking place in restroom.
- If a donor asks questions about the urine sample that does not deal directly with the process of collecting the sample, under No circumstances are you to answer the question(s). Instead direct them to speak with their court.
- Donor must provide 15ml of specimen at the very bare minimum. Do not accept any specimen with less than 15ml. If there isn't enough urine they must dump it out, throw the cup away, return to the waiting room and try again at a later time. Donors will go to the back of the current line once they say they want to try again.
- Donors are allowed one 8oz. cup of water every 30 minutes, up to 5 cups, and only after they have tried once.

**Once in the back room, Collector will place the specimen on the counter, closest to them.**

- If the temperature strip did not read in the restroom, check the temperature strip again to verify that it ranges in temperature.
- If nothing is showing on the strip (completely black) please pour the sample into another cup to ensure that it was not a strip error. If it still does not show, leave the

“Temperature” box blank indicating temperature was out of range. Set this sample aside to verify with Drug Court if they want to proceed with testing the sample. **DO NOT discuss this with the donor.**

- Remove tamper seal from the bottom of the Sentry COC form and set it on the counter in front of you.
- Have donor verbally verify it is their name on the COC then flip it open and ask them to Sign and Date where highlighted.
- **Under no circumstances should the Donor Form with the testing frequency or testing panel be viewed by the donor.**
- While they are doing that, pick up their specimen and ensure the lid is securely fastened and straight. (Make sure notch on the lid matches up with notch on the cup).
- Place tamper seal over the top of the bottle and press down the sides completely and date (**DO NOT** date seal until it is **ON** the bottle). Then hand the specimen to the client and ask them to initial in appropriate spot.
- Take the COC and ask client if they have any medications; write down all medications. If they say “No”, write NONE in the Medications section. If they have questions about medications, direct them to discuss with their Court.
- Checkmark the box for Temperature if it reads within range on the temperature strip. If temperature does not show on the strip, leave the temperature box unmarked and contact Drug Court to see if they still want the specimen tested.
- Sign and date the COC next to “Collector Signature”. Put specimen in back pouch of bag and COC in front pouch. Seal bag and put in specimen box in the office.