

1st AMENDMENT TO THE EXTENSION TO THE AMENDED SCOPE OF SERVICES
FOR WEBB COUNTY DISTRICT

This 1st Amendment to the Extension to the Amended Scope of Services for Webb County District (the "1st Amendment") is made as of the 2nd day of August, 2022 ("Effective Date"), by and between **Sterling Healthcare Opco, LLC doing business as Cordant Health Solutions** ("Cordant") and **Webb County District** ("Customer") and amends that Extension to the Amended Scope of Services for Webb County District between Cordant and Customer effective September 6, 2019 (the "Extension").

PREAMBLE

WHEREAS, the parties desire to amend the Extension as further outlined herein.

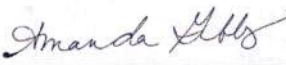
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Amendment:
 - a. The Scope of Services and Pricing Schedule in the Extension shall be replaced in its entirety by Exhibit A attached hereto.
2. Except as expressly amended herein, the terms and conditions of the Extension shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this 1st Amendment to the Lab Agreement as of the day and year first above written.

Sterling Healthcare Opco, LLC
d/b/a Cordant Health Solutions

Webb County District

By: 
Name: Amanda Gibbs
Title: 8/2/2022

Digitally signed by Amanda Gibbs
DN: cn=Amanda Gibbs, o=Cordant Health Solutions,
ou=Behavioral Health Business Unit,
email=AGibbs@cordanths.com, c=US
Date: 2022.08.02 10:03:59 -0700

By: 
Name: Tans E. Tishina
Title: County Judge

MARGIE R IBARRA
COUNTY CLERK
FILED
2022 AUG -9 PM 2:13
WEBB COUNTY, TEXAS
BY  DEPUTY

EXHIBIT A

Scope of Services and Pricing Schedule

Webb County 341st District Court
 1110 Victoria St.
 Laredo, TX 78040

Flagstaff Laboratory

Contact: Ramiro Hernandez Phone: 956-523-4710 E-Mail: rahernandez@webbcountytx.gov Fax: N/A

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.

For the time period of May 31th, 2022 - May 30th 2023

Volume per month: 240

FedEx Pickup Frequency: 12

Positivity Rate: 17%

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 (Please circle desired drugs)	PRICE PER TEST
<input type="checkbox"/>	6 Drug Panel Panel 454: (Benzodiazepine, Cocaine, THC, Methadone, Opiates, ETG/ETS)	\$6.90
<input type="checkbox"/>	6 Drug Panel Panel 449: (Benzodiazepine, Cocaine, THC, Ecstasy, Opiates, ETG/ETS)	\$6.90
<input type="checkbox"/>	9 Drug Panel Panel 442: (Meth/Amphetamine, Barbiturates, Benzodiazepine, Cocaine, Thc, Methadone, Opiates, EtG/EtS, Ecstasy)	\$9.00

Lab Testing – Specialty Panels & Synthetics - Urine

URINE: LAB TESTED: Specialty Tests

Check Desired Panels (Note: Only selected panels will be setup on account)	Description	Price Per Test
<input type="checkbox"/>	Bath Salts/Flakka Panel – Screen	\$19.95 per screen test
	Bath Salts/Flakka – Confirmation Testing (auto conf or on request)	\$40.00 per drug confirmation test

<input type="checkbox"/>	Spice/K2 Panel – Screen	\$15.00 per screen test
	Expanded Spice/K2 – Confirmation Testing (auto conf or on request)	\$30.00 per confirmation test

Lab Testing - Oral Fluid

ORAL FLUID: LAB TESTING SCREEN & AUTOMATIC CONFIRMATION ON ANY POSITIVE SCREEN

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION/PRODUCT NUMBER	PRICE PER TEST
<input type="checkbox"/>	6 Drug Panel Oral Fluid Panel 33: (Ethanol, Meth/Amphetamine, Benzodiazepine, Cocaine, THC, Opiates)	\$12.75

*Positivity Rate estimate: (9%). We can review your actual positivity rate after 90-120 days and price may be adjusted accordingly.

ORAL FLUID: Collection Device

DESCRIPTION*	PRICE PER DEVICE
Quantisal Oral Fluid Collection Device	\$0.00 (included in test price)

*These devices are sold in boxes of 25

Additional Services

COURT REPRESENTATION AND TESTIMONY

DESCRIPTION	FEES
In-person (1 st day of testimony)	\$150/hr. (8 hour minimum)
In-person (2 nd day of testimony)	\$150/hr.
Telephonic	No Charge
Skype or video-conferencing	No Charge
Litigation Packet	\$75.00
Affidavit	\$25.00

Cordant SENTRY™

EVIDENCE BASED SUBSTANCE ABUSE MANAGEMENT PROGRAM
<p style="text-align: center;">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</p>

****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 Flagstaff:

Negative specimens are held for 7 days.

Screened positive specimens are held for 6 months in freezer storage.

Confirmed positive specimens are held for 12 months in freezer storage.

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 or web. 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

w Negative results are reported within 48 hours – 96 hours.

w Positives are reported within 48 – 120 hours.

Oral Fluid

w Negative results reported within 48 - 96 hours.

w Positive results available within 48 - 120 hours.

Hair Testing (sent to Cordant – New York)

w Negative results reported within 5-7 business days.

w Confirmed positive results reported within 5-10 business days.

BILLING: All orders for testing to be performed by Cordant will be billed at the pricing set forth on the most recently transmitted Price Schedule, and will be subject to Cordant's Terms and Conditions, available at <https://cordantsolutions.com/terms/> which may be updated from time to time at Cordant's sole discretion.

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 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.

Webb County, 1000 Houston Street
Client Name & Address

Tano E. Tijerina
Print Name

[Signature]
Signature

County Judge
Title

August 9, 2022
Date

Cordant Representative

Cordant Representative (Print Name)

Signature

Date

APPROVED AS TO FORM:

[Signature]
Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court On June 13, 2022; item 6.a.

ATTESTED:

[Signature]
Margie Ramirez-Ibarra
Webb County Clerk

