

## AGREEMENT FOR FORENSIC TOXICOLOGY SERVICES

This agreement ("Agreement"), dated as of January 1, 2023 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Axis Forensic Toxicology, Inc. (hereinafter "Consultant"), a corporation authorized to operate in the State of California.

### R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified and accredited laboratory, experienced in the preparation of forensic toxicology testing and related services; and

WHEREAS, in the judgment of the Sheriff-Coroner, it is necessary and desirable to employ the services of Consultant to provide forensic toxicology laboratory testing and related services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### A G R E E M E N T

#### 1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this

Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Consultant shall not exceed \$120,000 per year, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the

duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from January 1, 2023 to December 31, 2025, with the option to extend for two additional one-year periods, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all\_ reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sheriff-Coroner, in

consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Sheriff-Coroner in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

## 9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by

County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly

deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Sonoma County Coroner's Office 3336 Chanate Road Santa Rosa, CA 95403 <a href="mailto:Sheriff-Coroner@sonoma-county.org">Sheriff-Coroner@sonoma-county.org</a>
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TO: CONSULTANT:	Axis Forensic Toxicology, Inc. PO Box 681513 Indianapolis, IN 46278 (317) 759-4869 <a href="mailto:sales@axisfortox.com">sales@axisfortox.com</a>
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a

notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### 13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No



modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

AXIS FORENSIC TOXICOLOGY, INC.

By:   
Phil Roberts, CEO

Date: October 26, 2022

COUNTY OF SONOMA

By: \_\_\_\_\_  
Mark Essick, Sheriff-Coroner

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

CERTIFICATES OF INSURANCE  
REVIEWED, ON FILE, AND APPROVED AS  
TO SUBSTANCE FOR COUNTY:

By: \_\_\_\_\_  
Department Analyst

Date: \_\_\_\_\_

## **Exhibit A**

### **Scope of Work**

During the term of this Agreement, Consultant (“Laboratory”) shall perform the following services to the County upon the request of the Sheriff’s Office:

1. Chain of Custody

Laboratory shall maintain a strict chain of custody which clearly documents the name, date, and time that Laboratory personnel handle, inspect, analyze, store, or transport specimens which are under Laboratory’s control, from the time the samples are removed from the Sheriff’s Office and until they are returned. Laboratory shall use reasonable care to protect the confidentiality of the specimens.

2. Transport

Laboratory shall provide all containers and supplies necessary for specimen collection, identification, storage, and transportation. Laboratory shall supply pre-printed forms for Sheriff’s Office staff to request and identify the testing services needed, as well as to document chain of custody and control of each specimen.

Laboratory shall provide all packing and shipping materials needed for Sheriff’s Office staff to send specimens to Laboratory for testing. Sheriff’s Office staff will ship specimens via FedEx unless other shipping options are discussed and agreed upon with Laboratory.

3. Storage

Laboratory will ensure that all samples are stored appropriately, either in a refrigerated or frozen environment, to ensure against loss, contamination, or deleterious change.

4. Retention

Laboratory shall provide all specimen retention and disposal services. Specimens shall be retained for a period of two (2) years unless Sheriff’s Office staff explicitly requests either a longer retention period or that specimens be returned. Sheriff’s Office shall pay for shipping expenses related to such return requests.

5. Testing

Laboratory shall have the ability to conduct forensic toxicology testing services in order to assist with cause of death determination. Laboratory shall contact the Sheriff’s Office regarding cases in which analytes found outside of the requested scope of analysis may require additional testing or directed analysis. Laboratory should have a documented record of its ability to handle routing and non-routine specimens, e.g., blood, serum, plasma, urine, vitreous, bile, hair, organs, bone, decomposed tissue, embalmed or exhumed bodies.

Laboratory should indicate whether it has the capability for online ordering and online result reporting.

6. Lab Reports

For each test conducted, Laboratory shall provide:

- a. A typewritten or computer generated report that fully documents the toxicological tests or other laboratory analysis performed, as well as the results obtained.
- b. Each report must contain, at a minimum, the following information:
  - i. Subject name
  - ii. Sheriff's Office case number
  - iii. Name of Sheriff's Office personnel authorizing the work
  - iv. Date specimen received and date report released
  - v. Specific test(s) requested and performed
  - vi. Complete descriptions of results obtained
  - vii. Statement of negative findings
- c. All test reports shall be signed by a toxicologist who is certified by the American Board of Forensic Toxicology.
- d. Test reports shall be completed within 10-15 days of sample receipt. Laboratory will notify the Sheriff's Office of any unanticipated delay in report delivery.

7. Customer Service

Laboratory shall specify and provide a direct account manager who can respond to inquiries made by the Sheriff's Office within one (1) business day of the request.

Customer service shall also include access to a toxicologist who can provide support to Sheriff's Office personnel regarding testing results or reports, at no additional cost, during business hours (Pacific Time), Monday through Friday.

Laboratory shall keep the Sheriff's Office informed of any advances or changes to the breadth of testing offered by Laboratory and shall provide related information and documentation upon request.

8. Expert Testimony

A toxicologist certified by the American Board of Forensic Toxicology shall be available to provide expert courtroom testimony on initial screening and confirmation of testing and procedures, as requested by the Sheriff's Office. The fee for the expert witness shall be negotiated in advance of the testimony between the laboratory and the agency or department requesting the expert witness (e.g. Sheriff's Office, District Attorney's Office).

## Exhibit B Rates

Upon request of the Sheriff-Coroner or designee, Consultant shall perform toxicology tests according to the rates below.

Test Description	Discounted Price Per Test
Postmortem, Basic, Blood (Forensic)	\$124.00
Postmortem, Expanded, Blood (Forensic)	\$195.00
Ethanol – Title 17, Blood	\$52.00
Electrolytes & Glucose Panel (Vitreous), Fluid (Forensic)	\$72.00
Carbon Monoxide Exposure Bio-uptake Screen Blood	\$50.00
Carbon Monoxide Exposure Bio-uptake Confirmation, Blood	\$0.00
Postmortem, Expanded, Tissue (Forensic)	\$543.00
Postmortem, Expanded with NPS, Blood (Forensic)	\$395.00

All other pricing for the initial term of the contract will be billed at the 2022 Fee Schedule prices in Exhibit C.

**Expert Testimony:** Consultant shall, if requested, provide expert testimony relative to the work performed. Questions about litigation support can be directed to the Litigation Support Administrator at [litigation@axisfortox.com](mailto:litigation@axisfortox.com) or via phone at 317-759-4TOX.

### A. Testimony, deposition, consultation, and expert opinion services

- i. Toxicologist testimony, deposition, or consultation via SKYPE, phone, or in person (Per hour charge applies to all applicable travel and wait time) – \$350 per hour/per person
- ii. Travel expenses and all other costs and expenses – charged at cost/per person
- iii. Multi-day Engagement - \$2,800 per day (maximum), plus expenses/per person
- iv. Cancellation Fee - \$250 per person, plus expenses/per person

Hourly fees include, but are not limited to, portal to portal, literature research, preparation time for testimony, deposition or affidavit. Expenses include, but are not limited to, meals transportation, hotel, car rental, etc.

### B. Analyst fact witness

- i. Laboratory analyst deposition and/or trial testimony services (including preparation time) regarding the test procedure and results originally performed by Axis - \$50 per hour/per person
- ii. Travel expenses and all other costs and expenses – charged at cost/per person

This fee schedule is applicable only to the laboratory analyst testimony services in criminal proceedings for testing performed by Axis when an Axis analyst receives a subpoena to testify regarding the chain of custody, testing methodology, and validity of the Axis test results. This does not include any opinions or interpretation.

### C. Litigation Document Requests

<b>TIER 1 - ANALYST LIST FEE: \$100</b>
<b>Services Included</b>
<ul style="list-style-type: none"><li>• A list of all analysts who performed each task for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.</li></ul>
<b>TIER 2 - LITIGATION PACKET FEE: approximately 2-3 hours, maximum \$1200</b>
<b>Services Included</b>
<ul style="list-style-type: none"><li>• A list of all analysts who performed each task for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.</li><li>• Copied chain-of-custody for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.</li><li>• Copied raw data for each assay in which the specimen was included. This includes the raw data for the specimen of interest only.</li></ul>
<b>TIER 3 - EXTENDED LITIGATION PACKET FEE: approximately 3-4 hours, maximum \$1500</b>
<b>Services Included</b>
<ul style="list-style-type: none"><li>• A list of all analysts who performed each task for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.</li><li>• Copied chain-of-custody for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.</li><li>• Copied raw data for each assay in which the specimen was included. This includes the raw data for the specimen of interest only.</li><li>• Copied quality control data for each assay in which the specimen was included. Calibration data is not included unless otherwise specified by the client.</li></ul>
<b>TIER 4 - FULL LITIGATION PACKET FEE: approximately 4-6 hours, maximum \$2100</b>
<b>Services Included</b>
<ul style="list-style-type: none"><li>• A list of all analysts who performed each task for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.</li><li>• Copied chain-of-custody for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.</li><li>• Copied raw data for each assay in which the specimen was included. This includes the raw data for the specimen of interest only.</li><li>• Copied quality control data for each assay in which the specimen was included. Calibration data is not included unless otherwise specified by the client.</li><li>• Copies of all AXIS Forensic Toxicology's Standard Operating Procedures outlining the methods utilized in the extraction, screening, confirmation, and data analysis for the specimen of interest.</li></ul>

Consultant requires a subpoena or letter of authorization requesting the tier packet which includes the Axis case number, physical address to send certified documents, and payment in full in order to release the documents.

The requisition form and final report are provided free of charge. Tier packets 2-4 are billed in hourly increments at an hourly rate of \$300. Based on the specifics of the case, Consultant will quote County a price for the requested documents.

Expenses not expressly authorized by the Agreement shall not be reimbursed.

Total payments made to Consultant under this Agreement shall not exceed one hundred twenty-thousand dollars (\$120,000.00) per year without prior written approval of County. Payments shall be made only upon the satisfactory completion of the services as determined by County.

# EXHIBIT C

## Axis Client Price Guide

Axis Order Code	Test Name	2022 List Price
40600	Acetaminophen, Blood	\$ 130.00
40600FL	Acetaminophen, Fluid	\$ 215.00
40600T	Acetaminophen, Tissue	\$ 225.00
40600V	Acetaminophen, Vitreous	\$ 215.00
45500	Acetone, Blood	\$ 100.00
45500FL	Acetone, Fluid	\$ 130.00
45500T	Acetone, Tissue	\$ 145.00
45500V	Acetone, Vitreous	\$ 130.00
44000	Albuterol, Blood	\$ 351.00
44500	Alprazolam, Blood	\$ 160.00
44500FL	Alprazolam, Fluid	\$ 250.00
44500T	Alprazolam, Tissue	\$ 260.00
44500V	Alprazolam, Vitreous	\$ 250.00
43010	Amiodarone and Metabolite, Blood	\$ 123.00
41500	Amitriptyline and Metabolite, Blood	\$ 130.00
41500FL	Amitriptyline and Metabolite, Fluid	\$ 215.00
41500T	Amitriptyline and Metabolite, Tissue	\$ 225.00
41500V	Amitriptyline and Metabolite, Vitreous	\$ 215.00
44510	Amobarbital, Blood	\$ 130.00
44510FL	Amobarbital, Fluid	\$ 215.00
44510T	Amobarbital, Tissue	\$ 225.00
44510V	Amobarbital, Vitreous	\$ 215.00
41510	Amoxapine and Metabolite, Blood	\$ 325.00
45075	Amphetamine, Blood	\$ 130.00
45075FL	Amphetamine, Fluid	\$ 215.00
45075V	Amphetamine, Vitreous	\$ 215.00
45130	Amphetamines Panel, Blood	\$ 190.00
45130FL	Amphetamines Panel, Fluid	\$ 250.00
45130T	Amphetamines Panel, Tissue	\$ 260.00
45130V	Amphetamines Panel, Vitreous	\$ 250.00
10072	Amphetamines, Urine	\$ 190.00
45075T	Amphetemine, Tissue	\$ 225.00
44030U	Anabolic Steroids, Urine	\$ 238.00
41710	Antidepressants, Blood	\$ 190.00
41710FL	Antidepressants, Fluid	\$ 250.00
41710T	Antidepressants, Tissue	\$ 260.00
41710V	Antidepressants, Vitreous	\$ 250.00
42400	Aripiprazole, Blood	\$ 160.00
47000	Arsenic, Blood	\$ 165.00
43020	Atenolol, Blood	\$ 190.00
43020FL	Atenolol, Fluid	\$ 310.00
43020T	Atenolol, Tissue	\$ 330.00
43020V	Atenolol, Vitreous	\$ 310.00
45140	Atomoxetine, Blood	\$ 272.00

## Axis Client Price Guide

Axis Order Code	Test Name	2022 List Price
40000	Baclofen, Blood	\$ 190.00
44525	Barbiturates, Blood	\$ 190.00
44525FL	Barbiturates, Fluid	\$ 250.00
44525T	Barbiturates, Tissue	\$ 260.00
44525V	Barbiturates, Vitreous	\$ 250.00
44530	Benzodiazepine Panel, Blood	\$ 190.00
44530FL	Benzodiazepine Panel, Fluid	\$ 250.00
44530T	Benzodiazepine Panel, Tissue	\$ 260.00
44530V	Benzodiazepine Panel, Vitreous	\$ 250.00
44040	Benzotropine, Blood	\$ 134.00
33570	Betahydroxybutyric Acid, Blood	\$ 261.00
33570FL	Betahydroxybutyric Acid, Fluid	\$ 322.00
43085	Bisoprolol, Blood	\$ 160.00
43085FL	Bisoprolol, Fluid	\$ 250.00
43085T	Bisoprolol, Tissue	\$ 260.00
43085V	Bisoprolol, Vitreous	\$ 250.00
42200	Brompheniramine, Blood	\$ 208.00
40800	Bupivacaine, Blood	\$ 188.00
40610	Buprenorphine and Metabolite, Blood	\$ 160.00
40610FL	Buprenorphine and Metabolite, Fluid	\$ 250.00
40610T	Buprenorphine and Metabolite, Tissue	\$ 260.00
40610V	Buprenorphine and Metabolite, Vitreous	\$ 250.00
41520	Bupropion, Blood	\$ 160.00
41520FL	Bupropion, Fluid	\$ 250.00
41520T	Bupropion, Tissue	\$ 260.00
41520U	Bupropion, Urine	\$ 160.00
41520V	Bupropion, Vitreous	\$ 250.00
42800	Buspirone, Blood	\$ 166.00
44540	Butabarbital, Blood	\$ 130.00
44540FL	Butabarbital, Fluid	\$ 215.00
44540T	Butabarbital, Tissue	\$ 225.00
44540V	Butabarbital, Vitreous	\$ 215.00
44550	Butalbital, Blood	\$ 130.00
44550FL	Butalbital, Fluid	\$ 215.00
44550T	Butalbital, Tissue	\$ 225.00
44550V	Butalbital, Vitreous	\$ 215.00
40620	Butorphanol, Blood	\$ 235.00
45010	Caffeine, Blood	\$ 203.00
45010FL	Caffeine, Fluid	\$ 384.00
45010V	Caffeine, Vitreous	\$ 384.00
44050	Cannabinoids, Blood	\$ 150.00
44050FL	Cannabinoids, Fluid	\$ 215.00
44050T	Cannabinoids, Tissue	\$ 225.00
10166	Cannabinoids, Urine	\$ 130.00
44050V	Cannabinoids, Vitreous	\$ 215.00



## Axis Client Price Guide

Axis Order Code	Test Name	2022 List Price
41030	Carbamazepine and Metabolite, Blood	\$ 160.00
41030FL	Carbamazepine and Metabolite, Fluid	\$ 215.00
41030T	Carbamazepine and Metabolite, Tissue	\$ 225.00
41030V	Carbamazepine and Metabolite, Vitreous	\$ 215.00
44060	Carbon Monoxide, Blood	\$ 90.00
40010	Carisoprodal and Metabolite, Blood	\$ 130.00
40010FL	Carisoprodal and Metabolite, Fluid	\$ 215.00
40010T	Carisoprodal and Metabolite, Tissue	\$ 225.00
40010V	Carisoprodal and Metabolite, Vitreous	\$ 215.00
42210	Cetirizine, Blood	\$ 160.00
42210FL	Cetirizine, Fluid	\$ 250.00
42210T	Cetirizine, Tissue	\$ 260.00
42210U	Cetirizine, Urine	\$ 160.00
42210V	Cetirizine, Vitreous	\$ 250.00
44560	Chlordiazepoxide and Metabolite, Blood	\$ 160.00
44560FL	Chlordiazepoxide and Metabolite, Fluid	\$ 250.00
44560T	Chlordiazepoxide and Metabolite, Tissue	\$ 260.00
44560V	Chlordiazepoxide and Metabolite, Vitreous	\$ 250.00
41685	Chlorophenylpiperazine (mCPP), Blood	\$ 160.00
41685FL	Chlorophenylpiperazine (mCPP), Fluid	\$ 250.00
41685T	Chlorophenylpiperazine (mCPP), Tissue	\$ 260.00
41685V	Chlorophenylpiperazine (mCPP), Vitreous	\$ 250.00
41440	Chlorothiazide, Blood	\$ 268.00
42220	Chlorpheniramine, Blood	\$ 150.00
42220FL	Chlorpheniramine, Fluid	\$ 215.00
42220T	Chlorpheniramine, Tissue	\$ 225.00
42220V	Chlorpheniramine, Vitreous	\$ 215.00
42410	Chlorpromazine, Blood	\$ 145.00
41530	Citalopram, Blood	\$ 150.00
41530FL	Citalopram, Fluid	\$ 215.00
41530T	Citalopram, Tissue	\$ 225.00
41530U	Citalopram, Urine	\$ 130.00
41530V	Citalopram, Vitreous	\$ 215.00
41540	Clomipramine and Metabolite, Blood	\$ 130.00
41540FL	Clomipramine and Metabolite, Fluid	\$ 215.00
41540T	Clomipramine and Metabolite, Tissue	\$ 225.00
41540V	Clomipramine and Metabolite, Vitreous	\$ 215.00
41045	Clonazepam and Metabolite, Blood	\$ 160.00
41045FL	Clonazepam and Metabolite, Fluid	\$ 250.00
41045T	Clonazepam and Metabolite, Tissue	\$ 260.00
41045V	Clonazepam and Metabolite, Vitreous	\$ 250.00
42420	Clozapine and Metabolite, Blood	\$ 130.00
42420FL	Clozapine and Metabolite, Fluid	\$ 215.00
42420T	Clozapine and Metabolite, Tissue	\$ 225.00
42420V	Clozapine and Metabolite, Vitreous	\$ 215.00

## Axis Client Price Guide

Axis Order Code	Test Name	2022 List Price
45020	Cocaine and Metabolites, Blood	\$ 130.00
45020FL	Cocaine and Metabolites, Fluid	\$ 215.00
45020T	Cocaine and Metabolites, Tissue	\$ 225.00
45020V	Cocaine and Metabolites, Vitreous	\$ 215.00
70510	Comprehensive Drug Panel, Blood	\$ 370.00
70510FL	Comprehensive Drug Panel, Fluid	\$ 590.00
70510T	Comprehensive Drug Panel, Tissue	\$ 590.00
70510V	Comprehensive Drug Panel, Vitreous	\$ 590.00
44080	Cyanide, Blood	\$ 117.00
40030	Cyclobenzaprine, Blood	\$ 130.00
40030FL	Cyclobenzaprine, Fluid	\$ 215.00
40030T	Cyclobenzaprine, Tissue	\$ 225.00
40030V	Cyclobenzaprine, Vitreous	\$ 215.00
44565	Demoxepam, Blood	\$ 130.00
44565FL	Demoxepam, Fluid	\$ 215.00
44565T	Demoxepam, Tissue	\$ 225.00
44565V	Demoxepam, Vitreous	\$ 215.00
13810S	Designer Opioid Panel, Serum	\$ 285.00
13810	Designer Opioids Panel, Blood	\$ 300.00
13810U	Designer Opioids Panel, Urine	\$ 285.00
13810V	Designer Opioids Panel, Vitreous	\$ 300.00
42240	Dextromethorphan, Blood	\$ 150.00
42240FL	Dextromethorphan, Fluid	\$ 215.00
42240T	Dextromethorphan, Tissue	\$ 225.00
42240V	Dextromethorphan, Vitreous	\$ 215.00
41050	Diazepam and Metabolites, Blood	\$ 160.00
41050FL	Diazepam and Metabolites, Fluid	\$ 250.00
41050T	Diazepam and Metabolites, Tissue	\$ 260.00
41050V	Diazepam and Metabolites, Vitreous	\$ 250.00
40210	Diclofenac, Blood	\$ 190.00
40210U	Diclofenac, Urine	\$ 190.00
44750	Diethylene Glycol, Blood	\$ 478.00
40690	Dihydrocodeine, Blood	\$ 160.00
40690FL	Dihydrocodeine, Fluid	\$ 250.00
40690T	Dihydrocodeine, Tissue	\$ 260.00
40690V	Dihydrocodeine, Vitreous	\$ 250.00
43120	Diltiazem, Blood	\$ 145.00
44850	Dimethyltryptamine, Blood	\$ 505.00
42250	Diphenhydramine, Blood	\$ 150.00
42250FL	Diphenhydramine, Fluid	\$ 215.00
42250T	Diphenhydramine, Tissue	\$ 225.00
42250V	Diphenhydramine, Vitreous	\$ 215.00
70538B	DOA w/ Naltrexone, Blood	\$ 280.00
44260	Donepezil, Blood	\$ 190.00
44260FL	Donepezil, Fluid	\$ 451.00

## Axis Client Price Guide

Axis Order Code	Test Name	2022 List Price
44260V	Donepezil, Vitreous	\$ 451.00
41470	Dothiepin, Blood	\$ 678.00
41560	Doxepin and Metabolite, Blood	\$ 130.00
41560FL	Doxepin and Metabolite, Fluid	\$ 215.00
41560T	Doxepin and Metabolite, Tissue	\$ 225.00
41560V	Doxepin and Metabolite, Vitreous	\$ 215.00
42260	Doxylamine, Blood	\$ 160.00
42260FL	Doxylamine, Fluid	\$ 215.00
42260T	Doxylamine, Tissue	\$ 225.00
42260V	Doxylamine, Vitreous	\$ 215.00
70530	Drugs of Abuse Panel, Blood	\$ 250.00
70530FL	Drugs of Abuse Panel, Fluid	\$ 370.00
70530T	Drugs of Abuse Panel, Tissue	\$ 370.00
70080	Drugs of Abuse Panel, Urine	\$ 250.00
70530V	Drugs of Abuse Panel, Vitreous	\$ 370.00
41720	Duloxetine, Blood	\$ 160.00
41720FL	Duloxetine, Fluid	\$ 215.00
41720T	Duloxetine, Tissue	\$ 225.00
11720	Duloxetine, Urine	\$ 130.00
41720V	Duloxetine, Vitreous	\$ 215.00
32400	Electrolyte Panel, Vitreous	\$ 100.00
43130	Ephedrine, Blood	\$ 130.00
43130FL	Ephedrine, Fluid	\$ 215.00
43130T	Ephedrine, Tissue	\$ 225.00
43130U	Ephedrine, Urine	\$ 130.00
43130V	Ephedrine, Vitreous	\$ 215.00
44730	Estazolam, Blood	\$ 451.00
45640	Ethanol, Blood	\$ 100.00
45640FL	Ethanol, Fluid	\$ 130.00
45640T	Ethanol, Tissue	\$ 145.00
45640V	Ethanol, Vitreous	\$ 130.00
45530	Ethylene Glycol, Blood	\$ 162.00
40240	Etodolac, Blood	\$ 160.00
40240FL	Etodolac, Fluid	\$ 250.00
40240T	Etodolac, Tissue	\$ 260.00
40240U	Etodolac, Urine	\$ 160.00
40240V	Etodolac, Vitreous	\$ 250.00
40435	Etomidate, Blood	\$ 160.00
40435FL	Etomidate, Fluid	\$ 250.00
40435T	Etomidate, Tissue	\$ 260.00
40435U	Etomidate, Urine	\$ 160.00
40435V	Etomidate, Vitreous	\$ 250.00
90301	Extended Storage - 1 Year	\$ 210.00
41080	Felbamate, Blood	\$ 493.00
40410	Fentanyl, Blood	\$ 130.00

## Axis Client Price Guide

Axis Order Code	Test Name	2022 List Price
40410FL	Fentanyl, Fluid	\$ 215.00
40410T	Fentanyl, Tissue	\$ 225.00
40420	Fentanyl, Vitreous	\$ 215.00
43140	Flecainide, Blood	\$ 100.00
44570	Flunitrazepam, Blood	\$ 130.00
44570FL	Flunitrazepam, Fluid	\$ 215.00
44570T	Flunitrazepam, Tissue	\$ 225.00
44570V	Flunitrazepam, Vitreous	\$ 215.00
41580	Fluoxetine and Metabolite, Blood	\$ 160.00
41580FL	Fluoxetine and Metabolite, Fluid	\$ 215.00
41580T	Fluoxetine and Metabolite, Tissue	\$ 225.00
41580V	Fluoxetine and Metabolite, Vitreous	\$ 215.00
42430	Fluphenazine, Blood	\$ 145.00
44585	Flurazepam and Metabolite, Blood	\$ 333.00
41590	Fluvoxamine, Blood	\$ 134.00
43150	Furosemide, Blood	\$ 168.00
41090	Gabapentin, Blood	\$ 130.00
41090FL	Gabapentin, Fluid	\$ 215.00
41090T	Gabapentin, Tissue	\$ 225.00
41090V	Gabapentin, Vitreous	\$ 215.00
44590	Gamma Hydroxybutyrate (GHB), Blood	\$ 190.00
10835	Glucose, Urine	\$ 103.00
42270	Guaifenesin, Blood	\$ 190.00
42270FL	Guaifenesin, Fluid	\$ 310.00
42270T	Guaifenesin, Tissue	\$ 330.00
42270U	Guaifenesin, Urine	\$ 190.00
42270V	Guaifenesin, Vitreous	\$ 310.00
42440	Haloperidol, Blood	\$ 145.00
30900	Hemoglobin A1C	\$ 129.00
43160	Hydrochlorothiazide, Blood	\$ 160.00
43160FL	Hydrochlorothiazide, Fluid	\$ 250.00
43160T	Hydrochlorothiazide, Tissue	\$ 260.00
43160V	Hydrochlorothiazide, Vitreous	\$ 250.00
40430	Hydrocodone, Blood	\$ 130.00
40430FL	Hydrocodone, Fluid	\$ 215.00
40430T	Hydrocodone, Tissue	\$ 225.00
40430V	Hydrocodone, Vitreous	\$ 215.00
40440	Hydromorphone, Blood	\$ 130.00
40440FL	Hydromorphone, Fluid	\$ 215.00
40440T	Hydromorphone, Tissue	\$ 225.00
40440V	Hydromorphone, Vitreous	\$ 215.00
40355	Hydroxychloroquine, Blood	\$ 307.00
40355FL	Hydroxychloroquine, Fluid	\$ 339.00
40355T	Hydroxychloroquine, Tissue	\$ 370.00
40355V	Hydroxychloroquine, Vitreous	\$ 339.00

## Axis Client Price Guide

Axis Order Code	Test Name	2022 List Price
42280	Hydroxyzine, Blood	\$ 190.00
42280FL	Hydroxyzine, Fluid	\$ 310.00
42280T	Hydroxyzine, Tissue	\$ 330.00
42280V	Hydroxyzine, Vitreous	\$ 310.00
40260	Ibuprofen, Blood	\$ 130.00
40260FL	Ibuprofen, Fluid	\$ 215.00
40260T	Ibuprofen, Tissue	\$ 225.00
40260V	Ibuprofen, Vitreous	\$ 215.00
41600	Imipramine and Metabolite, Blood	\$ 130.00
41600FL	Imipramine and Metabolite, Fluid	\$ 215.00
41600T	Imipramine and Metabolite, Tissue	\$ 225.00
41600V	Imipramine and Metabolite, Vitreous	\$ 215.00
45710	Inhalants Panel, Blood	\$ 471.00
45540	Isopropanol, Blood	\$ 100.00
45540FL	Isopropanol, Fluid	\$ 130.00
45540T	Isopropanol, Tissue	\$ 145.00
45540V	Isopropanol, Vitreous	\$ 130.00
40810	Ketamine and Metabolite, Blood	\$ 160.00
40810FL	Ketamine and Metabolite, Fluid	\$ 234.00
40810T	Ketamine and Metabolite, Tissue	\$ 416.00
40810V	Ketamine and Metabolite, Vitreous	\$ 234.00
33500	Ketone Panel, Blood	\$ 378.00
17070	Ketone Panel, Fluid	\$ 336.00
40280	Ketoprofen, Blood	\$ 459.00
43340	Ketorolac, Blood	\$ 431.00
43315	Labetalol, Blood	\$ 594.00
43315FL	Labetalol, Fluid	\$ 653.00
43315V	Labetalol, Vitreous	\$ 653.00
41095	Lacosamide, Blood	\$ 249.00
41100	Lamotrigine, Blood	\$ 160.00
41100FL	Lamotrigine, Fluid	\$ 250.00
41100T	Lamotrigine, Tissue	\$ 260.00
41100V	Lamotrigine, Vitreous	\$ 250.00
41110	Levetiracetam, Blood	\$ 130.00
41110FL	Levetiracetam, Fluid	\$ 215.00
41110T	Levetiracetam, Tissue	\$ 225.00
41110V	Levetiracetam, Vitreous	\$ 215.00
40830	Lidocaine, Blood	\$ 130.00
40830FL	Lidocaine, Fluid	\$ 215.00
40830T	Lidocaine, Tissue	\$ 225.00
40830V	Lidocaine, Vitreous	\$ 215.00
42450	Lithium, Blood	\$ 115.00
42080	Loperamide, Blood	\$ 160.00
42050	Loratadine and Metabolite, Blood	\$ 318.00
41120	Lorazepam, Blood	\$ 160.00

## Axis Client Price Guide

Axis Order Code	Test Name	2022 List Price
41120FL	Lorazepam, Fluid	\$ 250.00
41120T	Lorazepam, Tissue	\$ 260.00
41120V	Lorazepam, Vitreous	\$ 250.00
44110	Lysergic Acid Diethylamide (LSD), Blood	\$ 313.00
45055	MDA, Blood	\$ 405.00
45050	MDMA, Blood	\$ 130.00
45050FL	MDMA, Fluid	\$ 215.00
45050T	MDMA, Tissue	\$ 225.00
45050V	MDMA, Vitreous	\$ 215.00
40444	Melatonin, Blood	\$ 318.00
40450	Meperidine, Blood	\$ 130.00
40450FL	Meperidine, Fluid	\$ 215.00
40450T	Meperidine, Tissue	\$ 225.00
40450V	Meperidine, Vitreous	\$ 215.00
48345	Metals/Metaloids Acute Poisoning Panel, Blood	\$ 471.00
40080	Metaxalone, Blood	\$ 160.00
40080FL	Metaxalone, Fluid	\$ 250.00
40080T	Metaxalone, Tissue	\$ 260.00
40080V	Metaxalone, Vitreous	\$ 250.00
40470	Methadone and Metabolite, Blood	\$ 160.00
40470FL	Methadone and Metabolite, Fluid	\$ 215.00
40470T	Methadone and Metabolite, Tissue	\$ 225.00
40470V	Methadone and Metabolite, Vitreous	\$ 215.00
45076	Methamphetamine, Blood	\$ 130.00
10083	Methamphetamine, D/L Isomers	\$ 217.00
45076FL	Methamphetamine, Fluid	\$ 215.00
45076V	Methamphetamine, Vitreous	\$ 215.00
45076T	Methamphetamine, Tissue	\$ 225.00
45560	Methanol, Blood	\$ 100.00
45560FL	Methanol, Fluid	\$ 130.00
45560T	Methanol, Tissue	\$ 145.00
45560V	Methanol, Vitreous	\$ 130.00
45360	Methaqualone, Blood	\$ 333.00
44085	Methemoglobin, Blood	\$ 245.00
40050	Methocarbamol, Blood	\$ 210.00
40050FL	Methocarbamol, Fluid	\$ 392.00
40050V	Methocarbamol, Vitreous	\$ 392.00
45060	Methylphenidate, Blood	\$ 130.00
45060FL	Methylphenidate, Fluid	\$ 215.00
45060T	Methylphenidate, Tissue	\$ 225.00
45060V	Methylphenidate, Vitreous	\$ 215.00
42020	Metoclopramide, Blood	\$ 160.00
42020FL	Metoclopramide, Fluid	\$ 215.00
42020T	Metoclopramide, Tissue	\$ 225.00
42020V	Metoclopramide, Vitreous	\$ 215.00

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Axis Order Code	Test Name	2022 List Price
43170	Metoprolol, Blood	\$ 160.00
43170FL	Metoprolol, Fluid	\$ 250.00
43170T	Metoprolol, Tissue	\$ 260.00
43170U	Metoprolol, Urine	\$ 160.00
43170V	Metoprolol, Vitreous	\$ 250.00
43180	Mexiletine, Blood	\$ 165.00
40870	Midazolam, Blood	\$ 130.00
40870FL	Midazolam, Fluid	\$ 215.00
40870T	Midazolam, Tissue	\$ 225.00
40870V	Midazolam, Vitreous	\$ 215.00
41620	Mirtazapine, Blood	\$ 160.00
41620FL	Mirtazapine, Fluid	\$ 215.00
41620T	Mirtazapine, Tissue	\$ 225.00
41620V	Mirtazapine, Vitreous	\$ 215.00
42090	Mitragynine, Blood	\$ 160.00
40480	Morphine, Blood	\$ 130.00
40480FL	Morphine, Fluid	\$ 215.00
40480T	Morphine, Tissue	\$ 225.00
40480V	Morphine, Vitreous	\$ 215.00
43190	Nadolol, Blood	\$ 279.00
40650	Naloxone, Blood	\$ 149.00
44120	Naltrexone, Blood	\$ 485.00
40300	Naproxen, Blood	\$ 130.00
40300FL	Naproxen, Fluid	\$ 215.00
40300T	Naproxen, Tissue	\$ 225.00
40300V	Naproxen, Vitreous	\$ 215.00
45065	Nicotine/Cotinine, Blood	\$ 163.00
45065FL	Nicotine/Cotinine, Fluid	\$ 345.00
45065T	Nicotine/Cotinine, Tissue	\$ 406.00
45065V	Nicotine/Cotinine, Vitreous	\$ 345.00
43200	Nifedipine, Blood	\$ 363.00
13910	Nitazene Analog Panel, Blood	\$ 300.00
46210	Nitrazepam and Metabolite, Blood	\$ 467.00
13710	Novel Emerging Substances, Blood	\$ 300.00
13710U	Novel Emerging Substances, Urine	\$ 285.00
13710V	Novel Emerging Substances, Vitreous	\$ 285.00
42480	Olanzapine, Blood	\$ 130.00
42480FL	Olanzapine, Fluid	\$ 215.00
42480T	Olanzapine, Tissue	\$ 225.00
42480V	Olanzapine, Vitreous	\$ 215.00
40510	Opiates Panel 1, Blood	\$ 160.00
40510FL	Opiates Panel 1, Fluid	\$ 250.00
40510T	Opiates Panel 1, Tissue	\$ 260.00
40510V	Opiates Panel 1, Vitreous	\$ 250.00
40060	Orphenadrine, Blood	\$ 162.00

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Axis Order Code	Test Name	2022 List Price
41150	Oxcarbazepine, Blood	\$ 160.00
41150FL	Oxcarbazepine, Fluid	\$ 215.00
41150T	Oxcarbazepine, Tissue	\$ 225.00
41150V	Oxcarbazepine, Vitreous	\$ 215.00
40520	Oxycodone, Blood	\$ 130.00
40520FL	Oxycodone, Fluid	\$ 215.00
40520T	Oxycodone, Tissue	\$ 225.00
40520V	Oxycodone, Vitreous	\$ 215.00
40530	Oxymorphone, Blood	\$ 130.00
40530FL	Oxymorphone, Fluid	\$ 215.00
40530T	Oxymorphone, Tissue	\$ 225.00
40530V	Oxymorphone, Vitreous	\$ 215.00
43330	Papaverine, Blood	\$ 343.00
41650	Paroxetine, Blood	\$ 130.00
41650FL	Paroxetine, Fluid	\$ 215.00
41650T	Paroxetine, Tissue	\$ 225.00
41650V	Paroxetine, Vitreous	\$ 215.00
40670	Pentazocine, Blood	\$ 201.00
44630	Pentobarbital, Blood	\$ 130.00
44630FL	Pentobarbital, Fluid	\$ 215.00
44630T	Pentobarbital, Tissue	\$ 225.00
44630V	Pentobarbital, Vitreous	\$ 215.00
42490	Perphenazine, Blood	\$ 134.00
41410	Phenacetin, Blood	\$ 188.00
40570	Phencyclidine (PCP), Blood	\$ 130.00
40570FL	Phencyclidine (PCP), Fluid	\$ 215.00
40570T	Phencyclidine (PCP), Tissue	\$ 225.00
40570V	Phencyclidine (PCP), Vitreous	\$ 215.00
41160	Phenobarbital, Blood	\$ 130.00
41160FL	Phenobarbital, Fluid	\$ 215.00
41160T	Phenobarbital, Tissue	\$ 225.00
41160V	Phenobarbital, Vitreous	\$ 215.00
45080	Phentermine, Blood	\$ 172.00
42300	Phenylpropanolamine, Blood	\$ 217.00
41210	Phenytoin, Blood	\$ 160.00
41210FL	Phenytoin, Fluid	\$ 250.00
41210T	Phenytoin, Tissue	\$ 260.00
41210U	Phenytoin, Urine	\$ 160.00
41210V	Phenytoin, Vitreous	\$ 250.00
43210	Pindolol, Blood	\$ 300.00
40310	Piroxicam, Blood	\$ 528.00
41300	Pregabalin, Blood	\$ 130.00
41300FL	Pregabalin, Fluid	\$ 215.00
41300T	Pregabalin, Tissue	\$ 225.00
41300V	Pregabalin, Vitreous	\$ 215.00



## Axis Client Price Guide

Axis Order Code	Test Name	2022 List Price
41220	Primidone, Blood	\$ 203.00
41220FL	Primidone, Fluid	\$ 384.00
41220V	Primidone, Vitreous	\$ 384.00
43220	Procainamide, Blood	\$ 722.00
42310	Promethazine, Blood	\$ 130.00
42310FL	Promethazine, Fluid	\$ 215.00
42310T	Promethazine, Tissue	\$ 225.00
42310U	Promethazine, Urine	\$ 130.00
42310V	Promethazine, Vitreous	\$ 215.00
43230	Propafenone, Blood	\$ 145.00
42150	Propofol, Blood	\$ 273.00
40540	Propoxyphene, Blood	\$ 128.00
43240	Propranolol, Blood	\$ 130.00
43240FL	Propranolol, Fluid	\$ 215.00
43240T	Propranolol, Tissue	\$ 225.00
43240V	Propranolol, Vitreous	\$ 215.00
45730	Propylene Glycol, Blood	\$ 318.00
41660	Protriptyline, Blood	\$ 229.00
42320	Pseudoephedrine, Blood	\$ 130.00
42320FL	Pseudoephedrine, Fluid	\$ 215.00
42320T	Pseudoephedrine, Tissue	\$ 225.00
42320U	Pseudoephedrine, Urine	\$ 130.00
42320V	Pseudoephedrine, Vitreous	\$ 215.00
44240	Psilocybin	\$ 469.00
13610	Psychoactive Substances Panel, Blood	\$ 300.00
13610U	Psychoactive Substances Panel, Urine	\$ 285.00
13610V	Psychoactive Substances Panel, Vitreous	\$ 285.00
42380	Pyrilamine, Blood	\$ 250.00
42500	Quetiapine, Blood	\$ 150.00
42500FL	Quetiapine, Fluid	\$ 215.00
42500T	Quetiapine, Tissue	\$ 225.00
42500V	Quetiapine, Vitreous	\$ 215.00
43250	Quinidine, Blood	\$ 190.00
42570	Ramelteon, Blood	\$ 190.00
42330	Ranitidine, Blood	\$ 190.00
42330FL	Ranitidine, Fluid	\$ 310.00
42330T	Ranitidine, Tissue	\$ 330.00
42330U	Ranitidine, Urine	\$ 190.00
42330V	Ranitidine, Vitreous	\$ 310.00
9000	Return Fee	\$ 65.00
42510	Risperidone and Metabolite, Blood	\$ 160.00
41320	Ropinirole, Blood	\$ 278.00
41235	Rufinamide, Blood	\$ 244.00
40320	Salicylates, Blood	\$ 279.00
40320FL	Salicylates, Fluid	\$ 316.00

## Axis Client Price Guide

Axis Order Code	Test Name	2022 List Price
40320T	Salicylates, Tissue	\$ 376.00
40320V	Salicylates, Vitreous	\$ 316.00
44640	Secobarbital, Blood	\$ 130.00
44640FL	Secobarbital, Fluid	\$ 215.00
44640T	Secobarbital, Tissue	\$ 225.00
44640V	Secobarbital, Vitreous	\$ 215.00
11257	Sertraline and Metabolite, Urine	\$ 130.00
41670	Sertraline and Metabolite, Blood	\$ 130.00
41670FL	Sertraline and Metabolite, Fluid	\$ 215.00
41670T	Sertraline and Metabolite, Tissue	\$ 225.00
41670V	Sertraline and Metabolite, Vitreous	\$ 215.00
70500	Sexual Assault Panel, Blood	\$ 390.00
70055	Sexual Assault Panel, Urine	\$ 360.00
44150	Sildenafil, Blood	\$ 160.00
43270	Sotalol, Blood	\$ 145.00
45100	Strychnine, Blood	\$ 229.00
45100T	Strychnine, Tissue	\$ 456.00
40190	Sufentanil, Blood	\$ 115.00
34210	Synthetic Cannabinoid Metabolites, Urine	\$ 187.00
42130	Synthetic Cannabinoids, Blood	\$ 300.00
15880	Tadalafil, Blood	\$ 160.00
40160	Tapentadol, Blood	\$ 423.00
44650	Temazepam and Metabolite, Blood	\$ 130.00
44650FL	Temazepam and Metabolite, Fluid	\$ 215.00
44650T	Temazepam and Metabolite, Tissue	\$ 225.00
44650V	Temazepam and Metabolite, Vitreous	\$ 215.00
42520	Thioridazine, Blood	\$ 237.00
43590	Thiosulfate, Serum/Plasma	\$ 287.00
40070	Tizanidine, Blood	\$ 502.00
43570	Tolbutamide, Blood	\$ 226.00
41240	Topiramate, Blood	\$ 160.00
41240FL	Topiramate, Fluid	\$ 250.00
41240T	Topiramate, Tissue	\$ 260.00
41240V	Topiramate, Vitreous	\$ 250.00
20040	Trace Analysis - Drug Identification	\$ 550.00
20000	Trace Analysis - Drug Quantitation	\$ 1,500.00
40680	Tramadol and Metabolite, Blood	\$ 150.00
40680FL	Tramadol and Metabolite, Fluid	\$ 215.00
40680T	Tramadol and Metabolite, Tissue	\$ 225.00
40680V	Tramadol and Metabolite, Vitreous	\$ 215.00
41680	Trazodone, Blood	\$ 130.00
41680FL	Trazodone, Fluid	\$ 215.00
41680T	Trazodone, Tissue	\$ 225.00
41680V	Trazodone, Vitreous	\$ 215.00
40920	Triamterene, Blood	\$ 713.00

## Axis Client Price Guide

Axis Order Code	Test Name	2022 List Price
44670	Triazolam, Blood	\$ 123.00
44180	Trihexyphenidyl, Blood	\$ 229.00
41690	Trimipramine, Blood	\$ 130.00
41690FL	Trimipramine, Fluid	\$ 215.00
41690T	Trimipramine, Tissue	\$ 225.00
41690V	Trimipramine, Vitreous	\$ 215.00
34370	Urea Nitrogen	\$ 106.00
41280	Valproic Acid, Blood	\$ 190.00
44155	Vardenafil, Blood	\$ 160.00
41700	Venlafaxine, Blood	\$ 160.00
41700FL	Venlafaxine, Fluid	\$ 215.00
41700T	Venlafaxine, Tissue	\$ 225.00
41700V	Venlafaxine, Vitreous	\$ 215.00
43300	Verapamil, Blood	\$ 130.00
43300FL	Verapamil, Fluid	\$ 215.00
43300T	Verapamil, Tissue	\$ 225.00
43300U	Verapamil, Urine	\$ 130.00
43300V	Verapamil, Vitreous	\$ 215.00
45650	Volatiles Panel, Blood	\$ 100.00
45650FL	Volatiles Panel, Fluid	\$ 130.00
45650T	Volatiles Panel, Tissue	\$ 145.00
45650V	Volatiles Panel, Vitreous	\$ 130.00
17010	Volatiles: Hydrocarbons and Oxygenated	\$ 168.00
44190	Warfarin, Blood	\$ 130.00
44190FL	Warfarin, Fluid	\$ 215.00
44190T	Warfarin, Tissue	\$ 225.00
44190V	Warfarin, Vitreous	\$ 215.00
44690	Zaleplon, Blood	\$ 296.00
42550	Ziprasidone, Blood	\$ 202.00
44680	Zolpidem, Blood	\$ 160.00
44680FL	Zolpidem, Fluid	\$ 250.00
44680T	Zolpidem, Tissue	\$ 260.00
44680V	Zolpidem, Vitreous	\$ 250.00
41290	Zonisamide, Blood	\$ 132.00

**Exhibit D**  
**Insurance Requirements**  
Template #5

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

**General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its Officers, Agents and Employees, Attn: Sheriff's Office 2796 Ventura Avenue, Santa Rosa, CA 95403, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance

of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

#### Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

#### Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. *Required Evidence of Insurance:* Certificate of Insurance specifying the limits and the claims-made retroactive date.

#### Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

#### Documentation

- a. The Certificate of Insurance must include the following reference: Agreement for Forensic Toxicology Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, Attn: Sheriff's Office 2796 Ventura Avenue, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

#### Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.