



AGREEMENT



The Agreement is made and entered into as of 10/3/2016 8:15:10 AM between [REDACTED], Inc., a Kentucky corporation with an address [REDACTED] (herein after " [REDACTED] and [REDACTED] COUNTY BOARD OF EDUCATION [REDACTED], KY 42647 hereinafter referred to as ("Client") under which the following terms and conditions apply;

SCOPE OF SERVICES: [REDACTED] AGREES;

- a. To perform the services for the purpose as described in attachments sent to the client labeled "Services" attached hereto, in a professional and diligent manner;
- b. To perform work as an "Independent Contractor" and is not an employee of the Client and not entitled to any of the rights, privileges or benefits of Client;
- c. To maintain copies of Test results in accordance to Federal, State and local laws, and thereafter destroy any and all results and records;
- d. To comply with all Federal, State and local laws with respect to the Services and all reports and information relating to the services.

SCOPE OF SERVICES: CLIENT AGREES;

- a. To pay [REDACTED] for services under terms of this agreement and the "Fee Schedule", contained hereto;
- b. To comply with the terms and conditions labeled as "SERVICES" set forth in the attachments.
- c. To comply with all Federal, State and local laws with respect to services;
- d. To maintain written policies and procedures with respect to services. Client understands that [REDACTED] accepts no liability for the content of such policies.

ATTACHMENTS AND ADDENDUMS;

- a. Services, fees and other terms which the parties shall from time to time agree will be set forth in writing on an appropriate attachment or addendum. Each must be approved by both parties.

TERM: TERMINATION;

- a. This agreement becomes effective on 8/22/2016 and shall continue until December 31st of the current year and shall automatically renew for consecutive one (1) year terms, unless terminated upon written notice by the Client at least 30 days prior to the term or as otherwise allowed by this agreement. [REDACTED] may terminate this agreement at any time.





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b. Either party may terminate this agreement, if the other party breaches a material obligation under this Agreement and fails to cure such breach.

FEES; PAYMENT TERMS;

- a.  shall invoice Client "bi-monthly" for all Services performed.
- b. Client agrees to pay "out of network" fee ("fees schedule") when using a collection site NOT approved by  prior to the service being performed.
- c. Client agrees to pay all fees required by this agreement within 30 days after the date of the invoice covering such fees. Client with invoices 60 days past due (in accordance to Federal, State and local law) will be placed on "CREDIT HOLD" and have their account frozen and services restricted until all past due and current invoices (including fees) are paid.



CONFIDENTIAL INFORMATION;

- a. Each party agrees to maintain in strict confidence all confidential information disclosed to it in any matter arising out of or relating to this agreement.

"CONFIDENTIAL INFORMATION" includes but is not limited to, all nonpublic proprietary data, training materials, client lists, test results, screening reports and pricing information relating to either party and its operations, employees, products or services.

- b. Neither party shall, without obtaining the prior written consent of the other party, use such party's confidential information for any purposes other than for performance of its duties and obligations under this agreement.
- c. Notwithstanding the above, neither party shall be prohibited from disclosing Confidential Information that;
- a. Has become part of the public domain
 - b. Pursuant to a valid court order or law, provided that such party gives immediate notice to the other party

WARRANTY;

- a. Client agrees that final verification of an individual's identity and use of reports are the Clients responsibility.
- b. Any positive or adverse decisions by Client because of information contained in any report shall be solely at Client's risk and shall constitute a waiver of any claim against and release  except for reports resulting from  gross negligence or willful misconduct.



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c. Client understands that information is obtained and managed by fallible electronic and human sources, and that for the fee charged, [REDACTED] does not guarantee or insure accuracy or completeness of information provided.

INDEMNIFICATION AND REMEDIES;

a. Client's exclusive remedy for non-conformity in the services shall be, at the parties joint election, re-performance of the allegedly nonconforming activity or refund to Client the amounts paid for the alleged nonconforming activity.

b. Client's exclusive remedy for disputed report by an individual who is subject of such report shall be re-verification of the information within the report and updating any disputed information.

c. To the extent permitted by Kentucky law and the Kentucky Constitution; Client agrees to indemnify and hold harmless [REDACTED] and its controlling persons, officers, directors, employees and agents, from and against any costs, which may be incurred by [REDACTED] based upon the illegal or wrongful use by Client or a report, unsubstantiated claims brought by Client's clients; or Client's failure to comply to obligations under Federal, State or local laws.

d. Client and [REDACTED] agree that in no event shall either be responsible for any damages other than direct and out of pocket expenses. Neither party shall be responsible for any punitive damages or any consequential, incidental, direct, indirect or special damages (including but not limited to, lost profits or revenue or any effect on goodwill) arising out of or in any way connected to the performance of the services by either party.

NON-INDUCEMENT AND NON-DISCLOSURE;

In light of the irreparable harm which would be suffered by [REDACTED] during the term of this agreement and for a period of two (2) years after the termination of this agreement, Client shall not, directly or indirectly;

a. Use any records, lists data or information of [REDACTED] for the benefit of any competitor of [REDACTED] business or interest;

b. Hire or cause to be hired any employee, agent or subcontractor of [REDACTED]

c. Use to Client's advantage any information as to [REDACTED] customers, prospects, fees, charges contacts, relationships or any other information concerning the business interest of [REDACTED]

MISCELLANEOUS;

d. ENTIRE AGREEMENT. This agreement and the attachments contain the entire agreement between the parties with respect to the matters to which it pertains and may be amended only by agreement by authorized representatives of both parties.

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e. **BENEFIT AND BINDING EFFECT.** The terms, covenants and conditions contained in this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives and successors.

f. **GOVERNING LAW; VENUE.** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Both Parties consent that the venue of any action arising out of or relating to this agreement shall be [REDACTED] County, Kentucky.

g. **CONTERPARTS; FAX/EMAIL.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The agreement may also be executed by signatures to facsimile or positive response through electronic mail (email).

IN WITNESS WHEREFORE, [REDACTED] and Client duly executed this agreement and accept the pricing contained herein, as of the date set forth.

"FEE SCHEDULE"

Product Code	Description	Fee
WORKPLACECOLLECTOR	CERTIFIED WORKPLACE COLLECTOR TRAINING	\$199.00 each
2314	RAPID DEVICE PANEL CONFIRMATION.....updated Sept 2015 panel number (from #1015)	\$32.00 per test
C12-WC	12 Panel Tcup; AMP/ COC/ OXY/ THC/ PCP/ MDMA/ OPI/ BZO/ BAR/ MTD/ TCA/ BUP	\$5.00 each
O10-D2	Saliva Scan 10 panel - AMP/BAR/BUP/BZO/COC/MET/MTD/OPI/OXY/THC	\$10.00 each
ORALINTERCEPTSC	Oral Intercept Screen and Confirm	\$32.00 per test
OINT-A DEVICEONLY	Oral Intercept Device Only	\$4.95 each

Services are based on a positive rate of 10% or less for all laboratory testing.
CHALLENGE OF ORIGINAL TEST AT ORIGINAL LABORATORY

Shipment of Bottle B or an aliquot of original specimen to another laboratory for retesting
** \$ 250.00 (this fee will be charged to client when regulated employee requests the test)

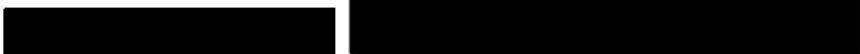
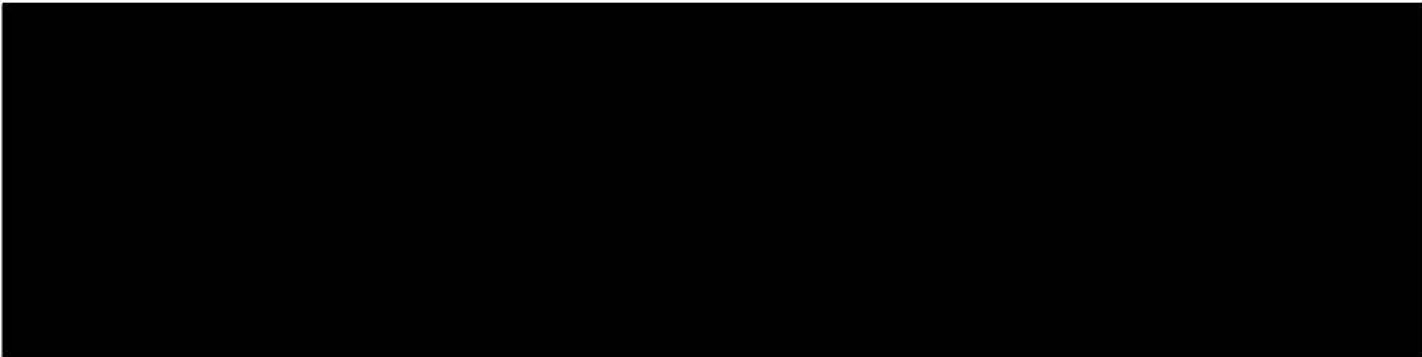
EXPERT WITNESS SUPPORT

* Documentation Package
*****\$ 250.00

* Expert Witness Consultation/Testimony at alternate Site (Plus reasonable actual expenses)
*****\$ 1,000 per day



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* Expert Witness Consultation/Testimony for unemployment challenges
*****\$ 150.00 per hour

* Expert Witness Consultation/Testimony at [REDACTED] location
*****\$ 150.00 per hour

MINIMUM NUMBER OF TESTS PER PROGRAM YEAR

DOT - Minimum number of tests to be completed per DOT calendar year: 25% Drug Test & 10% Alcohol Test of total number of qualified employees. (set by USDOT regulations)

WORKPLACE -Minimum number of tests based on company policy and/or agreement with [REDACTED]

MINIMUM NUMBER OF TESTING PERIODS PER CALENDAR YEAR:

*** Manual per year

LABORATORY SERVICES

All specimens are processed through our nationally recognized (SAMHSA) and Federal Certified laboratory. Normal turnaround time is 24 hours on normal negatives and 72 hours on all positive results from the time the specimen arrives at the laboratory. Confirmation testing is performed by GC/MS method.

MEDICAL REVIEW OFFICER SERVICES

[REDACTED] has in house MROs and Certified MRO Assistants. The MROs are specially trained physicians with National certifications and have extensive experience in reviewing and reporting drug testing results. The MRO service consists of reviewing all negative and positive results as well as verifying all prescription medications and drug levels. [REDACTED] and Certified MRO Assistants abide by the Federal Workplace Guidelines for all WP tests and USDOT (Regulated) tests.

CERTIFIED COLLECTORS

All onsite collectors are State and Federal certified. The certification consists of an extensive six hour training where the collectors must perform error free mock collections under five different scenarios. All collectors have experience in drug testing collections.

OUT OF NETWORK COLLECTION SITES

To keep our pricing competitively serving your company, we have designated an approved collection site(s) to collect your employee specimens. Your pricing is based on utilizing that collection site for the fee that vendor charges us per collection. If any other collection site is utilized there will be a \$100 handling fee charged per specimen. Your company will be responsible for all costs over that agreed to above, for "Post Accident" testing conducted for exigent circumstances at an "out of network" collection site.

Attached are the: DESIGNATED EMPLOYER REPRESENTATIVE FORM and EMPLOYEE ENROLLMENT FORM to be completed and returned. The [REDACTED] Locations are also attached. Thank you.

