

ASSOCIATES

SERVICE AGREEMENT

This agreement is made between [REDACTED] Associates located at [REDACTED] [REDACTED]; and [REDACTED] INDEPENDENT SCHOOLS located at [REDACTED] KY 42501. In this agreement [REDACTED] INDEPENDENT SCHOOLS is sometimes referred to as "the company".

I. APPOINTMENT

To assist the Company with the implementation and management of their drug and alcohol testing policy, the Company appoints [REDACTED] Associates to manage and administer the Company's substance abuse program as a full service third party administrator.

II. SPECIFIC SERVICES OFFERED

[REDACTED] Associates agrees to perform the following activities under the direction of the Company.

1. Enroll bus drivers, student participants and staff members in a random selection pool for the purpose of random testing.
 - (a) Maintain a computerized list of bus drivers, student participants and staff members designated to be in a random testing program by the Company.
 - (b) On a random schedule and at least four times a year, [REDACTED] will select a number of bus drivers, student participants and staff members to be tested using a computerized random selection program.
 - (c) [REDACTED] will maintain on file procedures used to update random lists and standard procedures used to select bus drivers, student participants and staff members randomly from the official random selection lists.
 - (d) [REDACTED] agrees to follow written procedures and notify company contact of any changes made to the procedures.
 - (e) Bus drivers, student participants and staff members selected randomly will be communicated to a designated company contact in a confidential manner.
 - (f) All bus drivers selected for testing during each random selection must be tested or removed from the company's active driver list.

II. SERVICES OFFERED - CONTINUED

2. Furnish services of a qualified Medical Review Officer for the company.
 - (a). Ensure that all laboratory results are reviewed by a qualified MRO per federal regulations and company requirements.
 - (b). Ensure that MRO maintains test results on file as required by federal regulations and the company.
3. Arrange for specimens to be collected by a qualified trained collector.
4. Arrange for each specimen collected to be shipped to a SAMHSA certified laboratory specializing in forensic testing and analysis.
 - (a). Ensure laboratory results are electronically transferred directly to the MRO from the laboratory in a manner that protects bus driver, student participant and staff members confidentiality.
 - (b). Periodically check the quality of the SAMHSA laboratory used through a blind specimen-testing program.
5. Develop administrative reports and provide documentation as required by federal regulations and the company.
 - (a). Maintain records on the number of bus drivers, students and staff members in the company testing program.
 - (b). Prepare other reports as requested by company for statistical analysis.

III. PAYMENT TERMS, PRICES, AND INVOICING PROCEDURES

1. [REDACTED] will consolidate invoices for remote collection fees, shipping costs, SAMHSA laboratory analysis, MRO review, and administrative reporting and recordkeeping costs into bi monthly invoices for the company.
 - (a). Ensure costs are accurate and work to control costs with vendors through negotiations on volume discounts.
2. Payment is due forty five (45) days from the date of the invoice.
3. Current prices for selected services are as follows:
 - (a) Non DOT Drug Screen collected by [REDACTED] Associates - \$20.00
 - (b) Breath Alcohol tests - \$20.00
 - (c) DOT drug Screen collected by [REDACTED] Associates - \$39.00.

IV. SPECIFIC COMPANY RESPONSIBILITIES

As part of this agreement, the company agrees to perform the following activities:

1. Designate a key contact person(s) within the company authorized to receive test results and administrative reports.
 - (a). Provide [REDACTED] with timely notification of additions and deletions to the bus driver, active student participant and staff list.
 - (b). Provide [REDACTED] with written notification of any changes in company management, key contact, or reporting procedures.
2. Provide [REDACTED] with a copy of the company's written substance abuse policy.
4. Follow written notification procedures for each bus driver, student participant and staff member selected for random testing.
5. Ensure that all bus drivers, student participants and staff members selected for random testing report to the designated collection site in a timely manner.
 - (a) Document any bus driver, student participant or staff member refusing to submit to random drug or alcohol testing.

V. MUTUAL INDEMNIFICATION

1. [REDACTED] Associates is an independent contractor and is not responsible for the enforcement of the Company's policy or actions of its personnel. As an independent contractor, [REDACTED] shall not be deemed to be engaged directly or indirectly in the business of the company, or act as an agent of the company.
2. Client agrees to indemnify and hold harmless [REDACTED] Associates from any loss, damage, or claims brought by third parties or company personnel arising out of any actions taken by the company concerning any aspect of its substance abuse program.

VI. TERM OF AGREEMENT

1. This agreement is effective July 01, 2015 and shall be for one year. This agreement is automatically renewed on a one-year basis unless cancelled in writing by either party prior to the beginning of the new year.

[REDACTED] ASSOCIATES SERVICE AGREEMENT

ACCEPTED BY:

[REDACTED] INDEPENDENT SCHOOLS

[REDACTED] ASSOCIATES

[REDACTED]

[REDACTED]

Signature of Approving Official

President

[REDACTED]

Printed Name of Company Official

5-12-15

Date Signed

9-30-16

Date Signed