



**FLOYD COUNTY BOARD OF  
EDUCATION  
Dr. Henry L. Webb,  
Superintendent  
106 North Front Avenue**

**Sherry Robinson- Chair -  
District 5  
Dr. Chandra Varia, Vice-  
Chair - District 2  
Linda C. Gearheart,  
Member - District 1  
William Newsome, Jr.,  
Member - District 3**

Date of Board Meeting: June 26, 2017

Action/Discussion Item: New Contracts for Floyd County Drug Testing Program with Premier Integrity Solutions

- Floyd County grade range for terms of drug testing as applies to this policy is grades 6-12. (Notation: Data collected does not support the continued drug testing of 5<sup>th</sup> grade students enrolled in the Floyd County School System)
- Shy Bladder Procedures (Based on DOT guidelines)
- Test results and Medical Review Officer copies of results will be sent electronically or by facsimile to the Designated Employer Representative.
- DOT Post Accident. All Floyd County Employees operating a motor vehicle owned by the Floyd County School System will submit to drug testing according to DOT guidelines following an accident.
- Amendments to policies and contract for testing that would include removing 5<sup>th</sup> grade students from testing program and rosters.

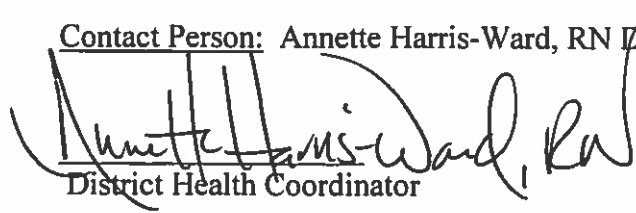
Applicable Statutes or Regulation: KRS 218A.010  
Applicable Board Policy 09.423

Background and Rationale: In this day and time, alcohol and other forms of drug abuse have grown to major proportions in our society. The middle and high school settings and employees are not exempt from this phenomenon. Therefore it is critical that we continually look for ways to institute programs that encourage a drug-free lifestyle. The drug testing program facilitates mandatory compliance with the District's established standards of conduct, including those that prohibit use of alcohol/drug abuse in our school system. Data analysis does not support the continued practice of testing 5<sup>th</sup> grade students in the district. Amendments to policies for testing include the additional inclusion of post-accident testing of any employee driving a vehicle owned by the Floyd County School System. Testing will be performed following DOT regulations.

Budget/Financial Issues: 36,500.00 (District Drug Testing All Categories)

**Recommended Action:** Approval of New Drug Testing Contract with Premier Integrity Solutions

**Contact Person:** Annette Harris-Ward, RN District Health Coordinator

  
District Health Coordinator

  
Superintendent

The Agreement is made and entered into as of 6/12/2017 12:25:12 PM between Premier Integrity Solutions, Inc. , a Kentucky corporation with an address of 7 Jamestown Street, Russell Springs, Kentucky 42642 (herein after "Premier") and Floyd Co Board Of Ed/Students GRADE 6-12 106 NORTH FRONT AVE, PRESTONSBURG, KY 41653 hereinafter referred to as ("Client") under which the following terms and conditions apply;

**SCOPE OF SERVICES: PREMIER 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 Premier 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 Premier 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 August 2017 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. Premier may terminate this agreement at any time.

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. Premier 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 Premier 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 Premier, except for reports resulting from Premier's gross negligence or willful misconduct.
- c. Client understands that information is obtained and managed by fallible electronic and human sources, and that for the fee charged, Premier 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. Client agrees to indemnify and hold harmless Premier and its controlling persons, officers, directors, employees and agents, from and against any costs, which may be incurred by Premier 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 Premier 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 Premier 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 Premier for the benefit of any competitor of Premier's business or interest;
- b. Hire or cause to be hired any employee, agent or subcontractor of Premier;
- c. Use to Client's advantage any information as to Premier customers, prospects, fees, charges contacts,

relationships or any other information concerning the business interest of Premier.

**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.

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 Russell 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, Premier and Client duly executed this agreement and accept the pricing contained herein, as of the date set forth.

**“FEE SCHEDULE”**

Product Code	Description	Fee
88905	AMP/ BAR/ BZO/ COC/ mAMP/ MTD/ MTQ/ OPI/ OXY/ PCP/ PPX/ THC/ AMPHETAMINES (AMP) 300 NG/ML - AMPHETAMINE 500 NG/ML - METHAMPHETAMINE (mAMP) 500 NG/ML - MDMA 500 NG/ML - MDA 500 NG/ML BARBITURATES (BARB) 300 NG/ML 300 NG/ML BENZODIAZEPINES (BZO) 300 NG/ML 300 NG/ML COCAINE METABOLITE (COC) 300 NG/ML 150 NG/ML OPIATES (OPI) 300 NG/ML - CODEINE 300 NG/ML - MORPHINE 300 NG/ML - HYDROCODONE 300 NG/ML - HYDROMORPHONE 300 NG/ML OXYCODONE (OXY) 100 NG/ML 100 NG/ML PHENCYCLIDINE (PCP) 25 NG/ML 25 NG/ML	\$23.00 per test

MARIJUANA METABOLITE (THC) 50 NG/ML 15  
NG/ML  
METHADONE (MTD) 300 NG/ML 300 NG/ML  
METHAQUALONE (MTQ) 300 NG/ML 300  
NG/ML  
PROPOXYPHENE (PPX) 300 NG/ML 300 NG/ML  
CREATININE  
URINARY  
NITRITES

BAT	Breath Alcohol Test	\$20.00 each
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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

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

\* Expert Witness Consultation/Testimony at Premier's 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 Premier.

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

Premier Integrity Solutions 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 positive results as well as verifying all prescription medications and drug levels. Premier MRO's 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.

#### SHY BLADDER PROCEDURES (BASED ON DOT GUIDELINES)

PER SCHOOL REQUEST: SHY BLADDER PERIOD WILL BE CHANGED FROM 3 HOURS TO 2 HOURS.

(a) This section prescribes procedures for situations in which an employee does not provide a sufficient amount of urine to permit a drug test (i.e., 45 mL of urine).

(b) As the collector, you must do the following:

(1) Discard the insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering (see §40.65(b) and (c) ).

(2) Urge the employee to drink up to 40 ounces of fluid, distributed reasonably through a period of up to three hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. It is not a refusal to test if the employee declines to drink. Document on the Remarks line of the CCF (Step 2), and inform the employee of, the time at which the three-hour period begins and ends.

(3) If the employee refuses to make the attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, you must discontinue the collection, note





the fact on the “Remarks” line of the CCF (Step 2), and immediately notify the DER. This is a refusal to test.

(4) If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, you must discontinue the collection, note the fact on the “Remarks” line of the CCF (Step 2), and immediately notify the DER.

(5) Send Copy 2 of the CCF to the MRO and Copy 4 to the DER. You must send or fax these copies to the MRO and DER within 24 hours or the next business day.

(c) As the DER, when the collector informs you that the employee has not provided a sufficient amount of urine (see paragraph (b)(4) of this section), you must, after consulting with the MRO, direct the employee to obtain, within five days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. (The MRO may perform this evaluation if the MRO has appropriate expertise.)

(1) As the MRO, if another physician will perform the evaluation, you must provide the other physician with the following information and instructions:

(i) That the employee was required to take a DOT drug test, but was unable to provide a sufficient amount of urine to complete the test;

(ii) The consequences of the appropriate DOT agency regulation for refusing to take the required drug test;

(iii) That the referral physician must agree to follow the requirements of paragraphs (d) through (g) of this section.

(2) [Reserved]

(d) As the referral physician conducting this evaluation, you must recommend that the MRO make one of the following determinations:

(1) A medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. As the MRO, if you accept this recommendation, you must:

(i) Check “Test Cancelled” (Step 6) on the CCF; and

(ii) Sign and date the CCF.



(2) There is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. As the MRO, if you accept this recommendation, you must:

(i) Check the "Refusal to Test" box and "Other" box in Step 6 on Copy 2 of the CCF and note the reason next to the "Other" box and on the "Remarks" lines, as needed.

(ii) Sign and date the CCF.

(e) For purposes of this paragraph, a medical condition includes an ascertainable physiological condition (e.g., a urinary system dysfunction) or a medically documented pre-existing psychological disorder, but does not include unsupported assertions of "situational anxiety" or dehydration.

(f) As the referral physician making the evaluation, after completing your evaluation, you must provide a written statement of your recommendations and the basis for them to the MRO. You must not include in this statement detailed information on the employee's medical condition beyond what is necessary to explain your conclusion.

(g) If, as the referral physician making this evaluation in the case of a pre-employment test, you determine that the employee's medical condition is a serious and permanent or long-term disability that is highly likely to prevent the employee from providing a sufficient amount of urine for a very long or indefinite period of time, you must set forth your determination and the reasons for it in your written statement to the MRO. As the MRO, upon receiving such a report, you must follow the requirements of §40.195, where applicable.

(h) As the MRO, you must seriously consider and assess the referral physician's recommendations in making your determination about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. You must report your determination to the DER in writing as soon as you make it.

(i) As the employer, when you receive a report from the MRO indicating that a test is cancelled as provided in paragraph (d)(1) of this section, you take no further action with respect to the employee. The employee remains in the random testing pool.

[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41953, Aug. 9, 2001; 75 FR 59108, September 27, 2010]

**Attached are the: DESIGNATED EMPLOYER REPRESENTATIVE FORM and EMPLOYEE ENROLLMENT FORM to be completed and returned. The Premier Office Locations are also attached. Thank you.**



## AGREEMENT

Premier Integrity Solutions, Inc.  
7 Jamestown Street  
Russell Springs, KY 42642  
PH: 800-256-7141  
FAX: 270-866-8515  
info@premierintegrity.com

Floyd Co Board Of Ed/students  
106 NORTH FRONT AVE  
PRESTONSBURG, KY 41653  
(606) 886-4518  
(606) 886-2618  
annette.harris-ward@floyd.kyschools.us

Authorized Representative:Melissa Galloway  
Title: Sales Agent  
6/12/2017 12:25:12 PM

**X**  
Name:  
Title:  
6/12/2017 12:25:12 PM

### **Student Testing Program Services**

1. Establishment of a Primary and Secondary Designated School Representative. View **“DSR responsibilities section”** listed below.
2. Generate a complete list of student names to participate in the testing program
  - **The Student List Must Contain The Following:**
    - Students full name
    - Social Security Number or Unique School ID Number
    - Student Location (Name of school attending)

The Student List **MUST** be completed in an excel spreadsheet format then emailed to Premier. (Our program administrator will assist with the format and any questions or concerns)

3. After the Student List has been completed and imported into Premier’s data base our Scheduling Department will contact the DSR and schedule the initial testing date.
4. Premier will provide a computer generated random selected Master List of students to be tested in accordance with **“Student Testing Program Services Attachemnt”**. An alternate list will be provided in case of the donor’s absence or other unforeseen circumstances.
5. After the first initial testing the DSR must contact the Scheduling Department and schedule the next testing date. The DSR **MUST** update the student list at least three business days prior to the next testing date. All updating of the student list will be done by excel spreadsheet format. Failure to update the student list three business days prior to the scheduled testing date will result in a default back to the previous student list for the random selection.
6. Testing dates **MUST** be scheduled at least one week in advance. Cancellation of testing date within one week of the original scheduled date will result in the school district being charged the full amount for that testing period.
7. All students selected for testing on the Master List must be tested unless they are absent or some other unforeseen circumstance. If someone is not tested for any reason then the first person listed on the alternate list must be tested. If there are fifty tests scheduled for testing then a minimum of fifty tests must be completed. If less than the scheduled amount is completed then the school district will be billed for the entire amount that was originally scheduled to be completed.

### **UPON ARRIVAL OF PREMIER COLLECTORS**

8. The DSR will be presented a sheet with the arrival time and ask for their signature to confirm the time.
9. After the signature is obtained the collector will present the DSR with the Master List for testing along with the alternate list.
10. While the DSR is notifying the students to be tested, the collectors will be preparing the collection site in accordance with the established collection site protocols.
11. Once the donors report to the designated collection site the DSR or another school official must identify the student and send them directly into the collection room.
12. It is highly recommended that the DSR notify all students to be tested at one time and have them report to one general location.
13. At this time the DSR must be authoritative and help control the environment including noise levels.
14. The DSR should maintain a steady flow of students to the collectors. The average collection takes less than five minutes.
15. In case of a student having "SHY BLADDER" the DSR must maintain visual contact with the donor at all times until a suitable specimen is provided.
16. Upon completion of all testing for that date, the DSR will be presented the Employer copies of the custody and control form for all collections performed during that immediate testing period.
17. The DSR will be presented a sheet with the completion time and ask for their signature to confirm the time.
18. The DSR will receive all test results electronically through our SecureTox software portal upon completion of the laboratory testing and Medical Review Officer reviews.
19. The DSR will be contacted directly upon confirmed positive results by the Medical Review Officer.

## **DESIGNATED SCHOOL REPRESENTATIVE RESPONSIBILITIES**

- Complete the DSR authorization form and fax back to Premier.
- Verify that all participants have the student drug testing consent form signed by the parent and student.
- Generates a complete list of student names to participate in the testing program
  - **The Student List Must Contain The Following;**
    - Students full name
    - Social Security Number or Unique School ID Number
    - Student Location (Name of school attending)
    - The list *MUST* be completed in an excel spreadsheet format then emailed to Premier.
- Schedule testing dates (All scheduled dates must be one week in advance).
- Update the list of student names before each testing period (Updates *MUST* be completed three business days prior to testing date.) All updating will be done in excel spreadsheet format with your assigned Program Administrator.
- Assist Premier collectors with proper collection locations inside school (Preferably gymnasium locker rooms).
- The DSR or designee shall sign the collectors start and finish time sheet for the school.
- Make sure that *each* collector has one table, two chairs and one trash can set-up on arrival.
- Establish a system to identify each student before the collection process begins for that student.
- Establish a system for students to be notified and report directly to the collection site location inside the school.
- The DSR or designee must maintain visible contact with donors experiencing shy bladder situations.
- *Maintain a physical* presence during the entire testing process.
- Maintain control and noise level of students while waiting to be tested.
- Receive all employer copies of the custody and control forms immediately from the collectors.
- Receive all test results and Medical Review Officer copies of results electronically.
- Assist the Medical Review Officer and/or Medical Review Officer Assistant in contacting the donor and donor's parents if needed when trying to verify a non-negative result.
- *The DSR MUST be fully aware of the Agreement between the school district and Premier. (Understanding of number of testing periods, number of tests to be completed each period, time frames to complete testing)*
- Secondary contact must be available when the primary contact can't be reached.

## Designated Employer/School Representative (DER/DSR) Form

Company Name:			
Mailing Address			
City, State, Zip			
Physical Address:			
City, State, Zip			
Phone, Fax, Email			

**\*\*AUTHORIZATION FOR DER/DSR TRANSMISSION & COMMUNICATION OF CONFIDENTIAL INFORMATION BY TELEPHONE, EMAIL OR FACSIMILE MACHINE.**

This agreement is to enable transmission of information by Telephone, email or facsimile machine between PREMIER INTEGRITY SOLUTIONS and the Designated Employer/School Representative (DER/DSR) appointed by the Client

This statement will affirm the Client's desire to have information supplied by telephone, email or facsimile from Premier Integrity Solutions. The Client agrees to take full responsibility for confidentiality of all drug test related information supplied by telephone, email or facsimile.

The Client, further agrees, to notify Premier Integrity Solutions in writing of a change of telephone number, email address or facsimile or notice to discontinue transmitting information in this manner.

Any change or addition of the DER/DSR MUST be in writing on Premier's DER/DSR form prior to ANY confidential drug test information being sent by telephone, email or facsimile. Client understands that ONLY those with a valid DER/DSR form on file with Premier Integrity Solutions will receive confidential drug test information.

**\*\*CLIENT UNDERSTANDS THAT RESULTS WILL ONLY BE RELEASED TO THE AUTHORIZED PERSON(S) WITH A CURRENT DER/DSR FORM ON FILE WITH PREMIER INTEGRITY SOLUTIONS.**

### PRIMARY CONTACT

Name:			
Phone, Fax, Email			
Signature/Title			
Website Password			

### SECONDARY CONTACT

Name:			
Phone, Fax, Email			
Signature/Title			
Website Password			

**EMAIL TO YOUR PROGRAM ADMINISTRATOR OR FAX TO 1-270-866-8515**

## **Premier Office Locations**

### **Corporate Office**

7 Jamestown Street  
P.O. Box 2279  
Russell Springs, KY 42642  
Phone: (270) 866-3144 or (800) 256-7141  
Fax: (270) 866-8515

### **Hazard Location**

217 Lovern St  
Hazard, KY 41701  
606-435-8023 606-435-0725

### **Madisonville Location**

344 E. Center Street  
Madisonville, KY 42431  
270-824-3213 270-824-3388

### **Bowling Green Location**

1228 Ashley Circle, Suite B  
Bowling Green, KY 42104  
800-256-7141

### **Campbellsville Location**

104 A Nancy Cox Drive  
Campbellsville, KY 42718  
270-469-9977

### **OFFICE HOURS**

Monday thru Friday  
7:30 a.m. 4:30 p.m.

### **Owensboro Location**

Located inside Springs Urgent Care  
2200 East Parrish Building C  
Owensboro, KY 42303  
(270) 852-1632 (270) 866-8515

### **OFFICE HOURS**

Monday thru Friday  
8:00 a.m. 8:00 p.m.  
Saturday 8:00 a.m. 4:00 p.m.

### **FEDERAL TAX ID**

**611356845**



The Agreement is made and entered into as of 6/12/2017 12:41:56 PM between Premier Integrity Solutions, Inc. , a Kentucky corporation with an address of 7 Jamestown Street, Russell Springs, Kentucky 42642 (herein after "Premier") and Floyd Co Board of Ed/Employee 106 FRONT STREET, PRESTONSBURG, KY 41653 hereinafter referred to as ("Client") under which the following terms and conditions apply;

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- 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;
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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.

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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 Premier, except for reports resulting from Premier's gross negligence or willful misconduct.
- c. Client understands that information is obtained and managed by fallible electronic and human sources, and that for the fee charged, Premier does not guarantee or insure accuracy or completeness of information provided.

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- 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. Client agrees to indemnify and hold harmless Premier and its controlling persons, officers, directors, employees and agents, from and against any costs, which may be incurred by Premier 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 Premier 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 by 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 Premier 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 Premier for the benefit of any competitor of Premier's business or interest;
- b. Hire or cause to be hired any employee, agent or subcontractor of Premier;
- c. Use to Client's advantage any information as to Premier customers, prospects, fees, charges contacts,

relationships or any other information concerning the business interest of Premier.

**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.

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 Russell 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, Premier and Client duly executed this agreement and accept the pricing contained herein, as of the date set forth.

**“FEE SCHEDULE”**

Product Code	Description	Fee
88905	AMP/ BAR/ BZO/ COC/ mAMP/ MTD/ MTQ/ OPI/ OXY/ PCP/ PPX/ THC//// AMPHETAMINES (AMP) 300 NG/ML - AMPHETAMINE 500 NG/ML - METHAMPHETAMINE (mAMP) 500 NG/ML - MDMA 500 NG/ML - MDA 500 NG/ML BARBITURATES (BARB) 300 NG/ML 300 NG/ML BENZODIAZEPINES (BZO) 300 NG/ML 300 NG/ML COCAINE METABOLITE (COC) 300 NG/ML 150 NG/ML OPIATES (OPI) 300 NG/ML - CODEINE 300 NG/ML - MORPHINE 300 NG/ML - HYDROCODONE 300 NG/ML - HYDROMORPHONE 300 NG/ML OXYCODONE (OXY) 100 NG/ML 100 NG/ML PHENCYCLIDINE (PCP) 25 NG/ML 25 NG/ML	\$26.00 per test

MARIJUANA METABOLITE (THC) 50 NG/ML 15  
NG/ML  
METHADONE (MTD) 300 NG/ML 300 NG/ML  
METHAQUALONE (MTQ) 300 NG/ML 300  
NG/ML  
PROPOXYPHENE (PPX) 300 NG/ML 300 NG/ML  
CREATININE  
URINARY  
NITRITES

BAT	Breath Alcohol Test	\$20.00 each
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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

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

\* Expert Witness Consultation/Testimony at Premier's 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 Premier.

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

Premier Integrity Solutions 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 positive results as well as verifying all prescription medications and drug levels. Premier MRO's 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.

#### SHY BLADDER PROCEDURES (BASED ON DOT GUIDELINES)

#### PER SCHOOL REQUEST: SHY BLADDER PERIOD WILL BE CHANGED FROM 3 HOURS TO 2 HOURS.

- (a) This section prescribes procedures for situations in which an employee does not provide a sufficient amount of urine to permit a drug test (i.e., 45 mL of urine).
- (b) As the collector, you must do the following:
  - (1) Discard the insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering (see §40.65(b) and (c) ).
  - (2) Urge the employee to drink up to 40 ounces of fluid, distributed reasonably through a period of up to three hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. It is not a refusal to test if the employee declines to drink. Document on the Remarks line of the CCF (Step 2), and inform the employee of, the time at which the three-hour period begins and ends.
  - (3) If the employee refuses to make the attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, you must discontinue the collection, note the fact on the "Remarks" line of the CCF (Step 2), and immediately notify the DER. This is a refusal to test.

(4) If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, you must discontinue the collection, note the fact on the "Remarks" line of the CCF (Step 2), and immediately notify the DER.

(5) Send Copy 2 of the CCF to the MRO and Copy 4 to the DER. You must send or fax these copies to the MRO and DER within 24 hours or the next business day.

(c) As the DER, when the collector informs you that the employee has not provided a sufficient amount of urine (see paragraph (b)(4) of this section), you must, after consulting with the MRO, direct the employee to obtain, within five days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. (The MRO may perform this evaluation if the MRO has appropriate expertise.)

(1) As the MRO, if another physician will perform the evaluation, you must provide the other physician with the following information and instructions:

(i) That the employee was required to take a DOT drug test, but was unable to provide a sufficient amount of urine to complete the test;

(ii) The consequences of the appropriate DOT agency regulation for refusing to take the required drug test;

(iii) That the referral physician must agree to follow the requirements of paragraphs (d) through (g) of this section.

(2) [Reserved]

(d) As the referral physician conducting this evaluation, you must recommend that the MRO make one of the following determinations:

(1) A medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. As the MRO, if you accept this recommendation, you must:

(i) Check "Test Cancelled" (Step 6) on the CCF; and

(ii) Sign and date the CCF.

(2) There is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. As the MRO, if you accept this recommendation, you must:

(i) Check the "Refusal to Test" box and "Other" box in Step 6 on Copy 2 of the CCF and note the reason next to the "Other" box and on the "Remarks" lines, as needed.

(ii) Sign and date the CCF.

(e) For purposes of this paragraph, a medical condition includes an ascertainable physiological condition (e.g., a urinary system dysfunction) or a medically documented pre-existing psychological disorder, but does not include unsupported assertions of "situational anxiety" or dehydration.

(f) As the referral physician making the evaluation, after completing your evaluation, you must provide a written statement of your recommendations and the basis for them to the MRO. You must not include in this statement detailed information on the employee's medical condition beyond what is necessary to explain your conclusion.

(g) If, as the referral physician making this evaluation in the case of a pre-employment test, you



determine that the employee's medical condition is a serious and permanent or long-term disability that is highly likely to prevent the employee from providing a sufficient amount of urine for a very long or indefinite period of time, you must set forth your determination and the reasons for it in your written statement to the MRO. As the MRO, upon receiving such a report, you must follow the requirements of §40.195, where applicable.

(h) As the MRO, you must seriously consider and assess the referral physician's recommendations in making your determination about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. You must report your determination to the DER in writing as soon as you make it.

(i) As the employer, when you receive a report from the MRO indicating that a test is cancelled as provided in paragraph (d)(1) of this section, you take no further action with respect to the employee. The employee remains in the random testing pool.

[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41953, Aug. 9, 2001; 75 FR 59108, September 27, 2010]

Attached are the: **DESIGNATED EMPLOYER REPRESENTATIVE FORM** and **EMPLOYEE ENROLLMENT FORM** to be completed and returned. The Premier Office Locations are also attached.

Thank you.

Premier Integrity Solutions, Inc.  
7 Jamestown Street  
Russell Springs, KY 42642  
PH: 800-256-7141  
FAX: 270-866-8515  
info@premierintegrity.com

Floyd Co Board of Ed/Employee  
106 FRONT STREET  
PRESTONSBURG, KY 41653  
(606) 886-4518  
annette.harris-ward@floyd.kyschools.us

Authorized Representative:Melissa Galloway  
Title: Sales Agent  
6/12/2017 12:41:56 PM

**X**

Name:  
Title:  
6/12/2017 12:41:56 PM



The Agreement is made and entered into as of 6/12/2017 12:43:50 PM between Premier Integrity Solutions, Inc. , a Kentucky corporation with an address of 7 Jamestown Street, Russell Springs, Kentucky 42642 (herein after "Premier") and Floyd Co Board of Ed/ DOT 927 KY RT 122, MARTIN, KY 41649 hereinafter referred to as ("Client") under which the following terms and conditions apply;

**SCOPE OF SERVICES: PREMIER 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 Premier 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 Premier 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 August 2017 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. Premier may terminate this agreement at any time.

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. Premier 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 Premier 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 Premier, except for reports resulting from Premier's gross negligence or willful misconduct.
- c. Client understands that information is obtained and managed by fallible electronic and human sources, and that for the fee charged, Premier 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. Client agrees to indemnify and hold harmless Premier and its controlling persons, officers, directors, employees and agents, from and against any costs, which may be incurred by Premier 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 Premier 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 by 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 Premier 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 Premier for the benefit of any competitor of Premier's business or interest;
- b. Hire or cause to be hired any employee, agent or subcontractor of Premier;
- c. Use to Client's advantage any information as to Premier customers, prospects, fees, charges contacts,

relationships or any other information concerning the business interest of Premier.

**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.

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 Russell 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, Premier and Client duly executed this agreement and accept the pricing contained herein, as of the date set forth.

**“FEE SCHEDULE”**

Product Code	Description	Fee
14223	AMP/ mAMP/ COC/ OPI/ PCP/ THC SAMHSA DOT 5 Panel AMPHETAMINES (AMP) 500 NG/ML - AMPHETAMINE 250 NG/ML - METHAMPHETAMINE (mAMP) 250 NG/ML - MDMA 250 NG/ML - MDA 250 NG/ML - MDEA 250 NG/ML COCAINE METABOLITE (COC) 150 NG/ML 100 NG/ML OPIATES (OPI) 2000 NG/ML 2000 NG/ML 6MAM 10 NG/ML 10 NG/ML PHENCYCLIDINE (PCP) 25 NG/ML 25 NG/ML MARIJUANA METABOLITE (THC) 50 NG/ML 15 NG/ML CREATININE NITRITES URINE pH	\$57.00 per test
BAT	Breath Alcohol Test	\$45.00 each
SALALCO	Rapid Saliva Alcohol Test (AC02)	\$45.00 each



89700

AMP/ COC/ mAMP/ OPI/ PCP/ THC//// \$57.00 per test  
 AMPHETAMINES (AMP) 500 NG/ML  
 - AMPHETAMINE 250 NG/ML  
 - METHAMPHETAMINE (mAMP) 250 NG/ML  
 - MDMA 250 NG/ML  
 - MDA 250 NG/ML  
 - MDEA 250 NG/ML  
 COCAINE METABOLITE (COC) 150 NG/ML 100  
 NG/ML  
 OPIATES (OPI) 2000 NG/ML 2000 NG/ML  
 6MAM 10 NG/ML 10 NG/ML  
 PHENCYCLIDINE (PCP) 25 NG/ML 25 NG/ML  
 MARIJUANA METABOLITE (THC) 50 NG/ML 15  
 NG/ML  
 CREATININE  
 NITRITES  
 URINE pH

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

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

\* Expert Witness Consultation/Testimony at Premier's 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 Premier.

MINIMUM NUMBER OF TESTING PERIODS PER CALENDAR YEAR:  
 \*\*\* Quarterly 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

Premier Integrity Solutions 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 positive results as well as verifying all prescription medications and drug levels. Premier MRO's 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.

#### SHY BLADDER PROCEDURES (BASED ON DOT GUIDELINES)

- (a) This section prescribes procedures for situations in which an employee does not provide a sufficient amount of urine to permit a drug test (i.e., 45 mL of urine).
- (b) As the collector, you must do the following:
  - (1) Discard the insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering (see §40.65(b) and (c) ).
  - (2) Urge the employee to drink up to 40 ounces of fluid, distributed reasonably through a period of up to three hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. It is not a refusal to test if the employee declines to drink. Document on the Remarks line of the CCF (Step 2), and inform the employee of, the time at which the three-hour period begins and ends.
  - (3) If the employee refuses to make the attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, you must discontinue the collection, note the fact on the "Remarks" line of the CCF (Step 2), and immediately notify the DER. This is a



refusal to test.

(4) If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, you must discontinue the collection, note the fact on the "Remarks" line of the CCF (Step 2), and immediately notify the DER.

(5) Send Copy 2 of the CCF to the MRO and Copy 4 to the DER. You must send or fax these copies to the MRO and DER within 24 hours or the next business day.

(c) As the DER, when the collector informs you that the employee has not provided a sufficient amount of urine (see paragraph (b)(4) of this section), you must, after consulting with the MRO, direct the employee to obtain, within five days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. (The MRO may perform this evaluation if the MRO has appropriate expertise.)

(1) As the MRO, if another physician will perform the evaluation, you must provide the other physician with the following information and instructions:

(i) That the employee was required to take a DOT drug test, but was unable to provide a sufficient amount of urine to complete the test;

(ii) The consequences of the appropriate DOT agency regulation for refusing to take the required drug test;

(iii) That the referral physician must agree to follow the requirements of paragraphs (d) through (g) of this section.

(2) [Reserved]

(d) As the referral physician conducting this evaluation, you must recommend that the MRO make one of the following determinations:

(1) A medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. As the MRO, if you accept this recommendation, you must:

(i) Check "Test Cancelled" (Step 6) on the CCF; and

(ii) Sign and date the CCF.

(2) There is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. As the MRO, if you accept this recommendation, you must:

(i) Check the "Refusal to Test" box and "Other" box in Step 6 on Copy 2 of the CCF and note the reason next to the "Other" box and on the "Remarks" lines, as needed.

(ii) Sign and date the CCF.

(e) For purposes of this paragraph, a medical condition includes an ascertainable physiological condition (e.g., a urinary system dysfunction) or a medically documented pre-existing psychological disorder, but does not include unsupported assertions of "situational anxiety" or dehydration.

(f) As the referral physician making the evaluation, after completing your evaluation, you must provide a written statement of your recommendations and the basis for them to the MRO. You must not include in this statement detailed information on the employee's medical condition beyond what is necessary to explain your conclusion.



(g) If, as the referral physician making this evaluation in the case of a pre-employment test, you determine that the employee's medical condition is a serious and permanent or long-term disability that is highly likely to prevent the employee from providing a sufficient amount of urine for a very long or indefinite period of time, you must set forth your determination and the reasons for it in your written statement to the MRO. As the MRO, upon receiving such a report, you must follow the requirements of §40.195, where applicable.

(h) As the MRO, you must seriously consider and assess the referral physician's recommendations in making your determination about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. You must report your determination to the DER in writing as soon as you make it.

(i) As the employer, when you receive a report from the MRO indicating that a test is cancelled as provided in paragraph (d)(1) of this section, you take no further action with respect to the employee. The employee remains in the random testing pool.

[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41953, Aug. 9, 2001; 75 FR 59108, September 27, 2010]

Attached are the: **DESIGNATED EMPLOYER REPRESENTATIVE FORM** and **EMPLOYEE ENROLLMENT FORM** to be completed and returned. The Premier Office Locations are also attached. Thank you.

Premier Integrity Solutions, Inc.  
7 Jamestown Street  
Russell Springs, KY 42642  
PH: 800-256-7141  
FAX: 270-866-8515  
info@premierintegrity.com

Floyd Co Board of Ed/DOT  
927 KY RT 122  
MARTIN, KY 41649  
(606) 285-9443  
(606) 886-2618  
annette.harris-ward@floyd.kyschools.us

X

Authorized Representative: Melissa Galloway  
Title: Sales Agent  
6/12/2017 12:43:50 PM

Name:  
Title:  
6/12/2017 12:43:50 PM



## **(DOT) FEDERAL REGULATED DRUG AND ALCOHOL TESTING PROGRAM SERVICES**

1. To provide laboratory and MRO services in connection with the Client's policy and procedures and in accordance to rules for the DOT Federal Regulated Testing Program.
2. To provide Client with on-site collection services with certified drug and alcohol collectors.
3. To provide Client with a local designated collection site for pre-employment, post-accident and reasonable suspicion testing (If needed).
4. To provide Client with the annual MIS/DOT report in accordance with DOT Federal Regulations.
5. To provide Client with the semi-annual laboratory statistical report in accordance with DOT Federal Regulations.
6. To provide Client with DER Management Communication, upon receipt of positive results, our Program Administrator will assist your DER in the proper management communication with the employee, proper forms to be issued, confidential issues, etc..
7. To provide a Limited Employee Assistance Program including confidential drug and alcohol telephone based referral assistance for employees to a network of substance abuse professionals (SAPs).
8. Assist the DER with Excel spreadsheet format for making the employee testing list.
9. Assist DER with navigating through the software, website and telephone training on how to update the employee list before a testing period and other available information from the website.
10. Provide Client with a twenty four (24) emergency hotline for after hour assistance and post-accident testing.
11. Maintain all DOT Federal Regulated Drug Testing Program information electronically five (5) years.
12. All results and reports sent to the DER via secured email and/or through our website.
13. Medical Review Officer services to verify all non-negative results and to verify all prescription medications.
14. To provide all DOT covered employees an identification card verifying placement in a DOT Federal Regulated Drug Testing Program.
15. Premier Integrity Solutions will undertake to provide these services with reasonable dispatch, diligence and care with the objective of assisting the Client in furtherance of the Workplace Drug Testing Program. However, Premier cannot and does not represent that its studies, reports, and other activities will reveal employee drug use, all loss or injury producing conditions, or other drug problems. Therefore, Premier assumes no responsibility for discovery, control or correction of hazards, damage caused by Clients applicants, employees, or the rehabilitation and performance of any individual.

***NOTE: Those companies that fail to complete their required testing and/or fail to update their driver list, will be charged an additional \$150 program administration fee for a total of \$300 annually and will be placed in an individual pool (if currently in the consortium).***

## Designated Employer/School Representative (DER/DSR) Form

Company Name:			
Mailing Address			
City, State, Zip			
Physical Address:			
City, State, Zip			
Phone, Fax, Email			

**\*\*AUTHORIZATION FOR DER/DSR TRANSMISSION & COMMUNICATION OF CONFIDENTIAL INFORMATION BY TELEPHONE, EMAIL OR FACSIMILE MACHINE.**

This agreement is to enable transmission of information by Telephone, email or facsimile machine between PREMIER INTEGRITY SOLUTIONS and the Designated Employer/School Representative (DER/DSR) appointed by the Client

This statement will affirm the Client's desire to have information supplied by telephone, email or facsimile from Premier Integrity Solutions. The Client agrees to take full responsibility for confidentiality of all drug test related information supplied by telephone, email or facsimile.

The Client, further agrees, to notify Premier Integrity Solutions in writing of a change of telephone number, email address or facsimile or notice to discontinue transmitting information in this manner.

Any change or addition of the DER/DSR MUST be in writing on Premier's DER/DSR form prior to ANY confidential drug test information being sent by telephone, email or facsimile. Client understands that ONLY those with a valid DER/DSR form on file with Premier Integrity Solutions will receive confidential drug test information.

**\*\*CLIENT UNDERSTANDS THAT RESULTS WILL ONLY BE RELEASED TO THE AUTHORIZED PERSON(S) WITH A CURRENT DER/DSR FORM ON FILE WITH PREMIER INTEGRITY SOLUTIONS.**

### PRIMARY CONTACT

Name:			
Phone, Fax, Email			
Signature/Title			
Website Password			

### SECONDARY CONTACT

Name:			
Phone, Fax, Email			
Signature/Title			
Website Password			

**EMAIL TO YOUR PROGRAM ADMINISTRATOR OR FAX TO 1-270-866-8515**

## **Premier Office Locations**

### **Corporate Office**

7 Jamestown Street  
P.O. Box 2279  
Russell Springs, KY 42642  
Phone: (270) 866-3144 or (800) 256-7141  
Fax: (270) 866-8515

### **Hazard Location**

217 Lovern St  
Hazard, KY 41701  
606-435-8023 606-435-0725

### **Madisonville Location**

344 E. Center Street  
Madisonville, KY 42431  
270-824-3213 270-824-3388

### **Bowling Green Location**

1228 Ashley Circle, Suite B  
Bowling Green, KY 42104  
800-256-7141

### **Campbellsville Location**

104 A Nancy Cox Drive  
Campbellsville, KY 42718  
270-469-9977

### **OFFICE HOURS**

Monday thru Friday  
7:30 a.m. 4:30 p.m.

### **Owensboro Location**

Located inside Springs Urgent Care  
2200 East Parrish Building C  
Owensboro, KY 42303  
(270) 852-1632 (270) 866-8515

### **OFFICE HOURS**

Monday thru Friday  
8:00 a.m. 8:00 p.m.  
Saturday 8:00 a.m. 4:00 p.m.

### **FEDERAL TAX ID**

**611356845**



The Agreement is made and entered into as of 6/12/2017 12:46:58 PM between Premier Integrity Solutions, Inc. , a Kentucky corporation with an address of 7 Jamestown Street, Russell Springs, Kentucky 42642 (herein after "Premier") and Floyd DOT Post Accident ("All Floyd County Employees" operating a motor vehicle owned by the Floyd County School System) 927 KY RT 122, MARTIN, KY 41649 hereinafter referred to as ("Client") under which the following terms and conditions apply;

**SCOPE OF SERVICES: PREMIER 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 Premier 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 Premier 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 August 2017 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. Premier may terminate this agreement at any time.

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. Premier 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 Premier 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 Premier, except for reports resulting from Premier's gross negligence or willful misconduct.
- c. Client understands that information is obtained and managed by fallible electronic and human sources, and that for the fee charged, Premier 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. Client agrees to indemnify and hold harmless Premier and its controlling persons, officers, directors, employees and agents, from and against any costs, which may be incurred by Premier 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 Premier 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 by 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 Premier 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 Premier for the benefit of any competitor of Premier's business or interest;
- b. Hire or cause to be hired any employee, agent or subcontractor of Premier;

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

## 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.

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 Russell 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, Premier and Client duly executed this agreement and accept the pricing contained herein, as of the date set forth.

### "FEE SCHEDULE"

Product Code	Description	Fee
89700	AMP/ COC/ mAMP/ OPI/ PCP/ THC//// AMPHETAMINES (AMP) 500 NG/ML - AMPHETAMINE 250 NG/ML - METHAMPHETAMINE (mAMP) 250 NG/ML - MDMA 250 NG/ML - MDA 250 NG/ML - MDEA 250 NG/ML COCAINE METABOLITE (COC) 150 NG/ML 100 NG/ML OPIATES (OPI) 2000 NG/ML 2000 NG/ML 6MAM 10 NG/ML 10 NG/ML PHENCYCLIDINE (PCP) 25 NG/ML 25 NG/ML MARIJUANA METABOLITE (THC) 50 NG/ML 15 NG/ML CREATININE NITRITES URINE pH	\$57.00 per test
BAT	Breath Alcohol Test	\$45.00 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

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

\* Expert Witness Consultation/Testimony at Premier's 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 Premier.

**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**

Premier Integrity Solutions 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 positive results as well as verifying all prescription medications and drug levels. Premier MRO's 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.

#### **SHY BLADDER PROCEDURES (BASED ON DOT GUIDELINES)**

This section prescribes procedures for situations in which an employee does not provide a sufficient amount of urine to permit a drug test (i.e., 45 mL of urine).

(b) As the collector, you must do the following:

- (1) Discard the insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering (see §40.65(b) and (c) ).
- (2) Urge the employee to drink up to 40 ounces of fluid, distributed reasonably through a period of up to three hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. It is not a refusal to test if the employee declines to drink. Document on the Remarks line of the CCF (Step 2), and inform the employee of, the time at which the three-hour period begins and ends.
- (3) If the employee refuses to make the attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, you must discontinue the collection, note the fact on the "Remarks" line of the CCF (Step 2), and immediately notify the DER. This is a refusal to test.
- (4) If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, you must discontinue the collection, note the fact on the "Remarks" line of the CCF (Step 2), and immediately notify the DER.



(5) Send Copy 2 of the CCF to the MRO and Copy 4 to the DER. You must send or fax these copies to the MRO and DER within 24 hours or the next business day.

(c) As the DER, when the collector informs you that the employee has not provided a sufficient amount of urine (see paragraph (b)(4) of this section), you must, after consulting with the MRO, direct the employee to obtain, within five days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. (The MRO may perform this evaluation if the MRO has appropriate expertise.)

(1) As the MRO, if another physician will perform the evaluation, you must provide the other physician with the following information and instructions:

(i) That the employee was required to take a DOT drug test, but was unable to provide a sufficient amount of urine to complete the test;

(ii) The consequences of the appropriate DOT agency regulation for refusing to take the required drug test;

(iii) That the referral physician must agree to follow the requirements of paragraphs (d) through (g) of this section.

(2) [Reserved]

(d) As the referral physician conducting this evaluation, you must recommend that the MRO make one of the following determinations:

(1) A medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. As the MRO, if you accept this recommendation, you must:

(i) Check "Test Cancelled" (Step 6) on the CCF; and

(ii) Sign and date the CCF.

(2) There is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. As the MRO, if you accept this recommendation, you must:

(i) Check the "Refusal to Test" box and "Other" box in Step 6 on Copy 2 of the CCF and note the reason next to the "Other" box and on the "Remarks" lines, as needed.



(ii) Sign and date the CCF.

(e) For purposes of this paragraph, a medical condition includes an ascertainable physiological condition (e.g., a urinary system dysfunction) or a medically documented pre-existing psychological disorder, but does not include unsupported assertions of “situational anxiety” or dehydration.

(f) As the referral physician making the evaluation, after completing your evaluation, you must provide a written statement of your recommendations and the basis for them to the MRO. You must not include in this statement detailed information on the employee's medical condition beyond what is necessary to explain your conclusion.

(g) If, as the referral physician making this evaluation in the case of a pre-employment test, you determine that the employee's medical condition is a serious and permanent or long-term disability that is highly likely to prevent the employee from providing a sufficient amount of urine for a very long or indefinite period of time, you must set forth your determination and the reasons for it in your written statement to the MRO. As the MRO, upon receiving such a report, you must follow the requirements of §40.195, where applicable.

(h) As the MRO, you must seriously consider and assess the referral physician's recommendations in making your determination about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. You must report your determination to the DER in writing as soon as you make it.

(i) As the employer, when you receive a report from the MRO indicating that a test is cancelled as provided in paragraph (d)(1) of this section, you take no further action with respect to the employee. The employee remains in the random testing pool.

[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41953, Aug. 9, 2001; 75 FR 59108, September 27, 2010]

Attached are the: **DESIGNATED EMPLOYER REPRESENTATIVE FORM** and **EMPLOYEE ENROLLMENT FORM** to be completed and returned. The Premier Office Locations are also attached.  
Thank you.

Premier Integrity Solutions, Inc.  
7 Jamestown Street  
Russell Springs, KY 42642  
PH: 800-256-7141

Floyd DOT Post Accident  
927 KY RT 122  
MARTIN, KY 41649  
(606) 285-9443



FAX: 270-866-8515  
info@premierintegrity.com

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X  
Authorized Representative:Melissa Galloway  
Title: Sales Agent  
6/12/2017 12:46:58 PM

X  
Name:  
Title:  
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