



FLOYD COUNTY BOARD OF EDUCATION
Danny Adkins, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Sherry Robinson- Chair - District 5
William Newsome, Jr., Vice-Chair - District 3
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member- District 2
Rhonda Meade, Member - District 4

Date of Board Meeting: March 23, 2020

Action/Discussion Item: New Floyd County Drug Testing Program Contract

- Premier Integrity Acquisition by Envivo Health
- New Contractual Agreement with Envivo Health
- Floyd County grade range for terms of drug testing 6th through 12th grade
- Floyd County Classified Staff
- Floyd County Certified Staff
- Shy Bladder Procedures (Based on DOT guidelines)
- DOT Testing
- 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.

Applicable Statutes or Regulation: KRS 218A.010

Applicable Board Policy 09.423

Applicable Board Policy 03.23251

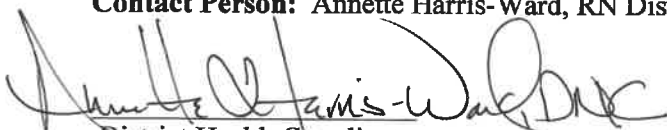
Applicable Board Policy 03.13251


Background and Rationale: Floyd County Board of Education entered into a revised renewable contractual agreement with Premier Integrity Solutions to provide and coordinate drug testing for the district employees and students on 06/12/2017. Premier Integrity Solutions Owner and CEO Dwight Bastin sold the company to Envivo Health in February of 2020. To continue services until June 30, 2020 a new contractual agreement is legally necessary. 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

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

Recommended Action: Approval of Contractual Agreement between Floyd County Board of Education and Envivo Health

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


District Health Coordinator


Superintendent

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.



Envivo Health
PO Box 1376
Russell Springs, KY 42642
Phone: (866) 936-8486 | Fax: (844) 928-9675
Email: client.servies@envivohealth.com
envivohealth.com

The Agreement is made and entered into as of 3/2/2020 8:02:00 AM between Envivo Health, a Kentucky corporation with an address of 7 Jamestown Street, Russell Springs, Kentucky 42642 (herein after "Envivo") and Floyd Co BOE Bus Drivers 442 KY Rt. 550, Eastern, KY 41622 hereinafter referred to as ("Client") under which the following terms and conditions apply;

WHEREAS, ENVIVO provides national certified laboratory services and medical review officer services; and has insurance coverage in excess of \$500,000 per occurrence.

WHEREAS, Client desires to engage ENVIVO to provide laboratory and medical review officer services for or on behalf of Client;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, ENVIVO and Client hereby enter into this Agreement upon the following terms and conditions:

ARTICLE I: SCOPE OF SERVICES

SECTION 1. ENVIVO and MRO RESPONSIBILITIES

A. ENVIVO agrees to provide Laboratory and Medical Review Officer (hereinafter, "MRO") services to Client and Client's designated customers. The role of the MRO shall be to review and interpret laboratory confirmed positive test results and to provide administrative review and oversight of negative results.

B. ENVIVO and the MRO reserve the right, and Client acknowledges and agrees that ENVIVO and the MRO have the right, to invalidate or cancel a Lab Negative test result based upon any irregularity found in the chain of custody or on the custody and control form.

C. ENVIVO shall provide reporting mechanisms for the retrieval of substance abuse test results to the Client.

D. ENVIVO and the MRO shall make reasonable efforts to establish contact with all



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donors who are reported by the laboratory as having a confirmed positive, substituted, or adulterated test result. The MRO shall report the laboratory confirmed test result as a “non-contact” result when, in accordance with applicable regulations, the MRO has been unsuccessful in establishing contact with the donor.

E. ENVIVO shall provide Client with a detailed monthly or bi-monthly invoice, to include MRO charges.

SECTION 2. CLIENT RESPONSIBILITIES

A. Client shall provide to ENVIVO required demographic information. This information shall include, but not limited to: Company name, authorized primary and secondary contact persons, physical address(es), email(s), telephone number(s), and fax number(s).

C. Client shall notify ENVIVO immediately of any changes to the demographic information of Client so that no delay in reporting of results shall occur.

D. The Client shall provide the MRO with reasonable assistance in making contact with donors if needed.

E. The Client shall designate in writing authorized representatives of Client to whom Envivo shall report tests via SECURETOX and who will be the individuals to be contacted by the MRO when the MRO is unable to contact the donor or employer for any purpose related to the scope of this Agreement.

F. Client represents that all results and information obtained from the MRO will be maintained confidentially and if the Client requests reports from the MRO by any means other than electronic transfer, then the Client shall provide the MRO with instructions regarding a method of transfer of information that will insure the confidentiality of all such information. The standard mechanism for reporting of result information is by SECURETOX, and Client warrants that they shall maintain their system in a manner that provides reasonable security. All information reported to Client by the MRO shall be disclosed only to individuals with a valid need for the information and with a security code.



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G. When the MRO reports to the Client that the MRO is unable to contact an employee for an interview, the Client shall contact the employee as soon as practical and request the employee contact the MRO within 24 hours.

H. The Client shall be responsible for payment of any and all specialty laboratory costs for re-analysis and additional tests ordered by the MRO in order to assure a valid result. These tests may include, but are not limited to, D/L isomer analysis, 6-Monoacetylmorphine, specimen integrity tests, and split specimen analysis.

I. The Client shall notify ENVIVO in writing of any specialty needs no fewer than two full business days before the anticipated date of the need.

SECTION 3. CONFIDENTIALITY

A. Unless the MRO shall have a prior written authorization from a tested individual, the MRO shall not release individual tests results nor disclose to any third party any information provided by or pertaining to the tested individual. ENVIVO may, upon receipt of proper documentation or warrants, release any information as may be requested to regulatory agencies or bona fide law enforcement personnel.

SECTION 4. RECORD KEEPING AND RECORD RETENTION

The MRO shall be the sole custodian of an individual's test result. The MRO shall maintain all dated records in accordance to 49 CFR § 40.333.

ARTICLE II: FEES AND PAYMENT TERMS

SECTION 1. BILLING. ENVIVO shall invoice Client bi-monthly for all Services performed.

SECTION 2. FEES. Client agrees to pay to ENVIVO for services rendered pursuant to this Agreement the applicable fee(s) outlined in the Fee Schedule or as otherwise



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amended. Client bears full responsibility for the account balances of Client's customers.

SECTION 3. FULL PAYMENT. Full payment for all services is due 30 days from the date of the invoice. Payments not received after thirty (30) days from the date of invoice may be subject to a late fee or other costs.

SECTION 4. ACCOUNT RESTRICTION. Any account that shall fall more than forty-five (45) days past due shall be placed on CREDIT HOLD which may limit your ability to order any additional testing.

ARTICLE III: MISCELLANEOUS TERMS

SECTION 1. TERM. The Term of this Agreement shall be effective as of the date of signature through the end of the school year, June 30th 2020. The Floyd County Board of Education shall have the right to renew this contract for 1 year terms after the date of July 1st 2020. The responsibilities, obligations, and liabilities shall survive the term of this Agreement.

SECTION 2. PRICING. ENVIVO may change prices at any given time, by sending a notice in writing to the Client.

SECTION 3. INDEPENDENT CONTRACTORS. Client acknowledges and agrees that ENVIVO and its MRO are acting as independent contractors, and nothing contained herein shall be construed to place ENVIVO or the MRO in the relationship of partners, joint ventures, principal-agent or Client-employee, and neither Client nor ENVIVO shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

SECTION 4. INDEMNIFICATION. Client acknowledges and agrees to hold harmless ENVIVO, MRO, ENVIVO's directors, officers, agents and employees, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the Client or Client's customers, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by Envivo or the MRO under this agreement. However, no indemnification or hold harmless shall apply to Envivo or the MRO's



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own negligence in not reasonably following established procedures/protocols for regulated or workplace substance abuse testing programs as such may be amended from time to time. To the extent permitted by law, nothing herein shall be construed to waive any defense, including immunities, of either party.

SECTION 5. OUT-OF-NETWORK COLLECTION SITES. The parties agree that where an out of network collection site must be used for post-accident or other testing, Envivo may be required to charge client the out of pocket additional charges for use of that site.

SECTION 6. SIGNIFICANT CHANGES. If during the term of this Agreement there shall be a significant change in the requirements or responsibilities of the MRO, or other services covered under this Agreement as the result of regulatory changes, or changes mandated by Federal or State law, both parties agree to make a good faith effort to renegotiate the services and fees provided herein.

SECTION 7. SEVERABILITY. If any provision of this Agreement shall be held to be illegal, invalid or un-enforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Contract.

SECTION 8. GOVERNING LAW. The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Kentucky.

SECTION 9. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties with respect to Services and supersedes any and all prior agreements and understandings, whether written or oral, between the Parties. By signing this contract, I authorize Envivo Health to act as the intermediary for the purpose of transmitting all drug and alcohol testing information under the circumstances contained in 49 CFR 40.345 and as allowed under the provisions of Appendix F to 49 CFR Part 40.



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Please see attached:

“FEE SCHEDULE”

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 Envivo’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)



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WORKPLACE Minimum number of tests based on company policy and/or agreement with Envivo.

MINIMUM NUMBER OF TESTING PERIODS PER CALENDAR YEAR:
*** NONE per year

LABORATORY SERVICES

All specimens are processed through our nationally recognized (SAMHSA) and Federal Certified laboratory partners. Average turnaround time is 24 hours on normal negatives and 72 hours on all positive results from the time the specimen arrives at the laboratory.

Attached is the DESIGNATED EMPLOYER REPRESENTATIVE FORM to be completed and returned. The Envivo Office Locations are also attached. Thank you.

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Floyd Co BOE Bus Drivers
442 KY Rt 550
Eastern, KY 41622
(606) 285-9443
joe.marson@floyd.kyschools.us

Authorized Representative: Melissa Galloway
Title: Sales Agent
3/2/2020 8:02:00 AM

X

Name:
Title:
Date:



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WHEREAS, ENVIVO provides national certified laboratory services and medical review officer services; and has insurance coverage in excess of \$500,000 per occurrence.

WHEREAS, Client desires to engage ENVIVO to provide laboratory and medical review officer services for or on behalf of Client;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, ENVIVO and Client hereby enter into this Agreement upon the following terms and conditions:

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B. ENVIVO and the MRO reserve the right, and Client acknowledges and agrees that ENVIVO and the MRO have the right, to invalidate or cancel a Lab Negative test result based upon any irregularity found in the chain of custody or on the custody and control form.

C. ENVIVO shall provide reporting mechanisms for the retrieval of substance abuse test results to the Client.

D. ENVIVO and the MRO shall make reasonable efforts to establish contact with all



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donors who are reported by the laboratory as having a confirmed positive, substituted, or adulterated test result. The MRO shall report the laboratory confirmed test result as a “non-contact” result when, in accordance with applicable regulations, the MRO has been unsuccessful in establishing contact with the donor.

E. ENVIVO shall provide Client with a detailed monthly or bi-monthly invoice, to include MRO charges.

SECTION 2. CLIENT RESPONSIBILITIES

A. Client shall provide to ENVIVO required demographic information. This information shall include, but not limited to: Company name, authorized primary and secondary contact persons, physical address(es), email(s), telephone number(s), and fax number(s).

B. ENVIVO’s role shall be limited to that of a laboratory and MRO broker. Consulting services are not included without charges.

C. Client shall notify ENVIVO immediately of any changes to the demographic information of Client so that no delay in reporting of results shall occur.

D. The Client shall provide the MRO with reasonable assistance in making contact with donors if needed.

E. The Client shall designate in writing authorized representatives of Client to whom Envivo shall report tests via SECURETOX and who will be the individuals to be contacted by the MRO when the MRO is unable to contact the donor or employer for any purpose related to the scope of this Agreement.

F. Client represents that all results and information obtained from the MRO will be maintained confidentially and if the Client requests reports from the MRO by any means other than electronic transfer, then the Client shall provide the MRO with instructions regarding a method of transfer of information that will insure the confidentiality of all such information. The standard mechanism for reporting of result information is by SECURETOX, and Client warrants that they shall maintain their



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system in a manner that provides reasonable security. All information reported to Client by the MRO shall be disclosed only to individuals with a valid need for the information and with a security code.

G. When the MRO reports to the Client that the MRO is unable to contact an employee for an interview, the Client shall contact the employee as soon as practical and request the employee contact the MRO within 24 hours.

H. The Client shall be responsible for payment of any and all specialty laboratory costs for re-analysis and additional tests ordered by the MRO in order to assure a valid result. These tests may include, but are not limited to, D/L isomer analysis, 6-Monoacetylmorphine, specimen integrity tests, and split specimen analysis.

I. The Client shall notify ENVIVO in writing of any specialty needs no fewer than two full business days before the anticipated date of the need.

J. In light of irreparable harm which would be suffered by ENVIVO during the term of this Agreement and for a two (2) year period after its termination, Client shall not, directly or indirectly:

1. Use any records, lists, data or information of ENVIVO's for benefit of any competitor of ENVIVO's business or interest;
2. Hire or cause to be hired any employee, agent or subcontractor of ENVIVO;
3. Use to Client's advantage any information as to ENVIVO's customers, prospects, fees, charges, contacts, relationships or other information concerning ENVIVO's business.

SECTION 3. CONFIDENTIALITY

A. Unless the MRO shall have a prior written authorization from a tested individual, the MRO shall not release individual tests results nor disclose to any third party any information provided by or pertaining to the tested individual. ENVIVO shall maintain



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the strictest controls over testing information relating to Client's customers and shall make all reasonable efforts to restrict access to this information. ENVIVO may, upon receipt of proper documentation or warrants, release any information as may be requested to regulatory agencies or bona fide law enforcement personnel.

B. ENVIVO acknowledges that information provided by Client is provided solely for the purpose of providing substance abuse testing services. ENVIVO further acknowledges that this information is of a privileged nature and the inappropriate dissemination of this information could cause great harm to the business of Client.

SECTION 4. RECORD KEEPING AND RECORD RETENTION

The MRO shall be the sole custodian of an individual's test result. The MRO shall maintain all dated records in accordance to 49 CFR § 40.333.

ARTICLE II: FEES AND PAYMENT TERMS

SECTION 1. BILLING. ENVIVO shall invoice Client bi-monthly for all Services performed.

SECTION 2. FEES. Client agrees to pay to ENVIVO for services rendered pursuant to this Agreement the applicable fee(s) outlined in the Fee Schedule or as otherwise amended. Client bears full responsibility for the account balances of Client's customers.

SECTION 3. FULL PAYMENT. Full payment for all services is due 30 days from the date of the invoice. Payments not received after thirty (30) days from the date of invoice may be subject to a finance charge, the greater of 1.5% (18% APR) of the unpaid balance or thirty-five dollars (\$35.00) monthly and may be turned over to a third party collection agency. Client agrees to pay any costs associated with the collection of a past due account, including collection agency, attorney, and court fees.

SECTION 4. ACCOUNT RESTRICTION. Any account that shall fall more than forty-five (45) days past due shall be placed on CREIT HOLD and shall have its accounts frozen and its services restricted. Specimens that have been accessioned by



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the laboratory shall be ordered complete.

Specimens that have not been accessioned shall be cancelled and not held at the laboratory. Client's laboratory account shall be placed 'inactive' and not reinstated until agreed upon fees are paid PRIOR TO reinstatement of lab account. No results will be reported to Client or Client's customers during a time of account restriction. Any account that is restricted shall be charges a reinstatement fee of \$ 150.00 for each occurrence.

ARTICLE III: MISCELLANEOUS TERMS

SECTION 1. TERM. The Term of this Agreement shall be effective as of the date of signature through the end of the school year, June 30th 2020. The Floyd County Board of Education shall have the right to renew this contract for 1 year terms after the date of July 1st 2020. The responsibilities, obligations, and liabilities shall survive the term of this Agreement.

SECTION 2. PRICING. ENVIVO may change prices at any given time, by sending a notice in writing to the Client.

SECTION 3. INDEPENDENT CONTRACTORS. Client acknowledges and agrees that ENVIVO and its MRO are acting as independent contractors, and nothing contained herein shall be construed to place ENVIVO or the MRO in the relationship of partners, joint ventures, principal-agent or Client-employee, and neither Client nor ENVIVO shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement. These terms extend to all of Client's customers serviced under this Agreement.

SECTION 4. COMPLIANCE WITH FEDERAL AND STATE LAW. Client and Client's customers assume sole responsibility for compliance with all requirements of Federal, State and local laws and regulations relating to substance abuse testing and Client further acknowledges and agrees that ENVIVO and the MRO shall have no duty or responsibility to inform Client of any changes in any such laws or regulations.

SECTION 5. INDEMNIFICATION. Client acknowledges and agrees to the utilization of Envivo for their substance abuse testing services and agrees to hold harmless ENVIVO, MRO, ENVIVO's directors, officers, agents and employees, from and against any and all claims, suits, and damages of whatever nature made or asserted by



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a present or former employee or agent or applicant for employment of the Client or Client's customers, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by Envivo or the MRO under this agreement. However, no indemnification or hold harmless shall apply to Envivo or the MRO's own negligence in not reasonably following established procedures/protocols for regulated or workplace substance abuse testing programs as such may be amended from time to time. To the extent permitted by law, nothing herein shall be construed to waive any defense, including immunities, of either party.

SECTION 6. OUT-OF-NETWORK COLLECTION SITES. To keep competitive pricing while serving Client, ENVIVO has designated an approved Collection Site(s) to collect employee specimens. Client's pricing is based on utilizing that Collection Site for the fee that vendor charges ENVIVO per Collection. If any other Collection Site is utilized, there will be a \$100 handling fee charged per specimen. Client 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.

SECTION 7. SIGNIFICANT CHANGES. If during the term of this Agreement there shall be a significant change in the requirements or responsibilities of the MRO, or other services covered under this Agreement as the result of regulatory changes, or changes mandated by Federal or State law, both parties agree to make a good faith effort to renegotiate the services and fees provided herein.

SECTION 8. SECTION HEADINGS. Section headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Contract.

SECTION 9. SEVERABILITY. If any provision of this Agreement shall be held to be illegal, invalid or un-enforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Contract.

SECTION 10. WAIVER. The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.



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SECTION 11. GOVERNING LAW. The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Kentucky.

SECTION 12. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties with respect to Services and supersedes any and all prior agreements and understandings, whether written or oral, between the Parties. By signing this contract, I authorize Envivo Health to act as the intermediary for the purpose of transmitting all drug and alcohol testing information under the circumstances contained in 49 CFR 40.345 and as allowed under the provisions of Appendix F to 49 CFR Part 40.

Please see attached:

“FEE SCHEDULE”

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**



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* 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 Envivo'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 Envivo.

MINIMUM NUMBER OF TESTING PERIODS PER CALENDAR YEAR:
*** Manual per year

LABORATORY SERVICES

All specimens are processed either through our nationally recognized (SAMHSA) and Federal Certified laboratory or our College of American Pathologists Forensic Drug Testing 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, or LC/MS method.

Attached is the DESIGNATED EMPLOYER REPRESENTATIVE FORM to be completed and returned. The Envivo Office Locations are also attached. Thank you.



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annette.harris-ward@floyd.kyschools.us

X

Authorized Representative:Melissa Galloway Name:
Title: Sales Agent Title:
3/2/2020 8:06:28 AM Date:



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B. ENVIVO and the MRO reserve the right, and Client acknowledges and agrees that ENVIVO and the MRO have the right, to invalidate or cancel a Lab Negative test result based upon any irregularity found in the chain of custody or on the custody and control form.

C. ENVIVO shall provide reporting mechanisms for the retrieval of substance abuse test results to the Client.

D. ENVIVO and the MRO shall make reasonable efforts to establish contact with all



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donors who are reported by the laboratory as having a confirmed positive, substituted, or adulterated test result. The MRO shall report the laboratory confirmed test result as a “non-contact” result when, in accordance with applicable regulations, the MRO has been unsuccessful in establishing contact with the donor.

E. ENVIVO shall provide Client with a detailed monthly or bi-monthly invoice, to include MRO charges.

SECTION 2. CLIENT RESPONSIBILITIES

A. Client shall provide to ENVIVO required demographic information. This information shall include, but not limited to: Company name, authorized primary and secondary contact persons, physical address(es), email(s), telephone number(s), and fax number(s).

B. ENVIVO’s role shall be limited to that of a laboratory and MRO services provider..

C. Client shall notify ENVIVO immediately of any changes to the demographic information of Client so that no delay in reporting of results shall occur.

D. The Client shall provide the MRO with reasonable assistance in making contact with donors if needed.

E. The Client shall designate in writing authorized representatives of Client to whom Envivo shall report tests via SECURETOX and who will be the individuals to be contacted by the MRO when the MRO is unable to contact the donor or employer for any purpose related to the scope of this Agreement.

F. Client represents that all results and information obtained from the MRO will be maintained confidentially and if the Client requests reports from the MRO by any means other than electronic transfer, then the Client shall provide the MRO with instructions regarding a method of transfer of information that will insure the confidentiality of all such information. The standard mechanism for reporting of result information is by SECURETOX, and Client warrants that they shall maintain their system in a manner that provides reasonable security. All information reported to



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Client by the MRO shall be disclosed only to individuals with a valid need for the information and with a security code.

G. When the MRO reports to the Client that the MRO is unable to contact a student or guardian for an interview, the Client shall contact the employee as soon as practical and request the student or guardian contact the MRO within 24 hours.

H. The Client shall be responsible for payment of any and all specialty laboratory costs for re-analysis and additional tests ordered by the MRO in order to assure a valid result. These tests may include, but are not limited to, D/L isomer analysis, 6-Monoacetylmorphine, specimen integrity tests, and split specimen analysis.

I. The Client shall notify ENVIVO in writing of any specialty needs no fewer than two full business days before the anticipated date of the need.

J. Envivo provides Client and/or donors with consent forms for use where a minor is tested. Client is responsible for ensuring collection of parent or guardian consent forms prior to submitting samples to Envivo.

SECTION 3. CONFIDENTIALITY

A. Unless the MRO shall have a prior written authorization from a tested individual or, in the case of a minor child, the parent or guardian of the donor, the MRO shall not release individual tests results nor disclose to any third party any information provided by or pertaining to the tested individual. ENVIVO may, upon receipt of proper documentation or warrants, release any information as may be requested to regulatory agencies or bona fide law enforcement personnel.

SECTION 4. RECORD KEEPING AND RECORD RETENTION

The MRO shall be the sole custodian of an individual's test result. The MRO shall maintain all dated records in accordance to 49 CFR § 40.333.



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ARTICLE II: FEES AND PAYMENT TERMS

SECTION 1. BILLING. ENVIVO shall invoice Client bi-monthly for all Services performed.

SECTION 2. FEES. Client agrees to pay to ENVIVO for services rendered pursuant to this Agreement the applicable fee(s) outlined in the Fee Schedule or as otherwise amended. Client bears full responsibility for the account balances of Client's customers.

SECTION 3. FULL PAYMENT. Full payment for all services is due 30 days from the date of the invoice. Payments not received after thirty (30) days from the date of invoice may subject Client to late charges or other action.

SECTION 4. ACCOUNT RESTRICTION. Any account that shall fall more than forty-five (45) days past due shall be placed on CREDIT HOLD and Client may be denied the right to order future testing until the account is brought current.

ARTICLE III: MISCELLANEOUS TERMS

SECTION 1. TERM. The Term of this Agreement shall be effective as of the date of signature through the end of the school year, June 30th 2020. The Floyd County Board of Education shall have the right to renew this contract for 1 year terms after the date of July 1st 2020. The responsibilities, obligations, and liabilities shall survive the term of this Agreement.

SECTION 2. PRICING. ENVIVO may change prices at any given time, by sending a notice in writing to the Client.

SECTION 3. INDEPENDENT CONTRACTORS. Client acknowledges and agrees that ENVIVO and its MRO are acting as independent contractors, and nothing contained herein shall be construed to place ENVIVO or the MRO in the relationship of partners, joint ventures, principal-agent or Client-employee, and neither Client nor



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ENVIVO shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

SECTION 4. INDEMNIFICATION. Client acknowledges and agrees to the utilization of Envivo for their substance abuse testing services and agrees to hold harmless ENVIVO, MRO, ENVIVO's directors, officers, agents and employees, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the Client or Client's customers, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by Envivo or the MRO under this agreement. However, no indemnification or hold harmless shall apply to Envivo or the MRO's own negligence in not reasonably following established procedures/protocols for regulated or workplace substance abuse testing programs as such may be amended from time to time. . To the extent permitted by law, nothing herein shall be construed to waive any defense, including immunities, of either party.

SECTION 5. OUT-OF-NETWORK COLLECTION SITES. An additional charge may be applied to use of out of network collection sites. Envivo will pass that charge along to customers if such charges are applicable

SECTION 6. SIGNIFICANT CHANGES. If during the term of this Agreement there shall be a significant change in the requirements or responsibilities of the MRO, or other services covered under this Agreement as the result of regulatory changes, or changes mandated by Federal or State law, both parties agree to make a good faith effort to renegotiate the services and fees provided herein.

SECTION 7. SEVERABILITY. If any provision of this Agreement shall be held to be illegal, invalid or un-enforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Contract.

SECTION 8. GOVERNING LAW. The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Kentucky.

SECTION 9. ENTIRE AGREEMENT. This Agreement constitutes the entire



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Agreement between the Parties with respect to Services and supersedes any and all prior agreements and understandings, whether written or oral, between the Parties

Please see attached:

“FEE SCHEDULE”

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 Envivo's location

*****\$ 150.00 per hour



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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 Envivo.

MINIMUM NUMBER OF TESTING PERIODS PER CALENDAR YEAR:

*** Manual per year

LABORATORY SERVICES

All specimens are processed either through our nationally recognized (SAMHSA) and Federal Certified laboratory or our College of American Pathologists Forensic Drug Testing 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, or LC/MS method.

Attached is the DESIGNATED EMPLOYER REPRESENTATIVE FORM to be completed and returned. The Envivo Office Locations are also attached. Thank you.

Envivo Health
7 Jamestown Street
Russell Springs, KY 42642
PH: 866.936.8486
FAX: 844.928.9675
info@envivohealth.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

X



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Authorized Representative: Melissa Galloway Name:
Title: Sales Agent Title:
3/2/2020 8:08:24 AM Date:

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 Envivo Health 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 Envivo Health. 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 Envivo Health 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 Envivo'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 Envivo Health 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 ENVIVO HEALTH.**

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