



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

01/04/21

**AGENDA ITEM (ACTION ITEM):**

Consider/Retroactively Approve awarding of the Covid-19 Testing Program Contract to Ethos Laboratories. This agreement contains a 30 day termination clause exercisable by either party.

**APPLICABLE BOARD POLICY:**

Fiscal Management 04.32 AP.1

**HISTORY/BACKGROUND:**

An advertisement to accept sealed proposals for a Covid-19 Testing Program was posted on the district website on September 15, 2020. Proposals were received and publicly opened on Tuesday, September 22, 2020. The Board voted at the regular meeting on October 5, 2020 to award this contract to Advanced Diagnostics. Advanced Diagnostics chose to exercise the termination clause on November 21, 2020. The next best evaluated bid was from Health Quest who would only offer individual tests which is a much more expensive option. The two remaining bidders were Ethos Laboratories and NLC. When using actual past testing data, the Ethos revised pricing is approximately 30% lower.

**FISCAL/BUDGETARY IMPACT:**

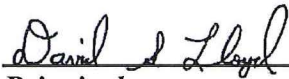
The actual fiscal impact will depend upon the level of testing required. Each pool of 4 specimens will be charged at \$150.00/pool. Each positive for Covid-19 pool test will be tested individually at a price of \$60.00/specimen. Any additional individual tests not related to a positive pool test will be charged at \$105.00/test.

**RECOMMENDATION:**


Retroactive Approval to award the Covid-19 Testing Program contract to Ethos Laboratories including a 30 day termination clause exercisable by either party.

**CONTACT PERSON:**

David Lloyd

  
Principal

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jesica Jehn

"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

## TESTING AGREEMENT

This Testing Agreement ("Agreement") is entered into by and between Kenton County School District ("Organization"), and Ethos Holding Corp., an Ohio corporation doing business as Ethos Laboratories ("Ethos") (each a "Party" and collectively, the "Parties"). The Parties hereby agree as follows:

1.     Testing Site. Organization shall self-administer tests and provide completed test kits to Ethos for analysis
2.     Intentionally left blank
3.     Specimen Collection. [**Ethos** / **Organization**] shall be responsible for collecting individuals' specimens as necessary to perform the Testing.
4.     Test Results. Ethos shall be responsible for providing Testing results to individuals and/or to the Organization, as directed by Organization. Test results guaranteed next day.
5.     Compensation. Organization shall not charge Ethos any fee to use the Site. Ethos shall be entitled to compensation for performing the Testing as set forth on **Exhibit A**. All payment terms are NET 15
6.     Terms and Termination. The term of this Agreement shall be for [**one year**] from the Effective Date (the "Initial Term"). Either Party may terminate this Agreement at any time for any reason upon 30 days written notice to the other party. If this Agreement is terminated prior to the expiration of the Initial Term, the Parties may not enter into another similar arrangement until the expiration of the Initial Term.
7.     No Referrals. The Parties acknowledge and agree that: (a) the benefits inuring to each hereunder do not require, are not payment for, and are not in any way contingent upon the referral, admission or any other arrangement for the provision of any item or service; (b) notwithstanding anything herein to the contrary, neither Party is required, under this Agreement or any other agreement between the Parties to refer any patient to any health care provider or purchase any item or service for which payment may be made under Medicare, Medicaid or any other governmental health care program from any source; and (c) this Agreement shall not be construed to induce or encourage the referral of patient or the purchase of health care services or supplies.
8.     Governing Law. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.
9.     Entire Agreement. This Agreement contains the entire contractual understanding between the Parties. Neither Party shall have any control or obligation to act for the other except as specifically provided for under this Agreement. No amendments or additions to this Agreement shall be binding unless such amendments or additions are in writing and signed by the Parties.

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*[signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) indicated below, to be effective as of \_\_\_\_\_, 2020 (the "Effective Date").

ETHOS:

**Ethos Holding Corp.**

By: \_\_\_\_\_

Title: CEO


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

Address: 29 E 6<sup>th</sup> St.

Newport, KY 41071

ORGANIZATION:

Kenton County School District

By: Dr. Henry Webb 

Title: Superintendent

Date: 12/18/20

Address: 1055 Eaton Dr.

Ft. Wright, KY 41017

**EXHIBIT A**  
**Ethos' Compensation**

Organization will courier samples to Ethos Laboratories located at 29 E 6<sup>th</sup> St., Newport, KY by 2:00 in the afternoon Monday-Friday.

Organization shall pay Ethos:

\$150/pool	Pool testing of up to 4 specimens
\$60/specimen	Positive pool confirmation
\$105	Individual test orders

Organization will be invoiced weekly NET 15 terms