



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

**William Newsome, Jr., Board Chair - District 3**  
**Linda C. Gearheart, Vice-Chair - District 1**  
**Dr. Chandra Varia, Member- District 2**  
**Keith Smallwood, Member - District 4**  
**Steve Slone, Member - District 5**

**Date: 09/22/2025**

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

- Cornerstone Diagnostics
- New Contractual Agreement with Fee Changes
- New Contractual Agreement with Rapid Testing
- Floyd County grade range for terms of drug testing 6<sup>th</sup> through 12<sup>th</sup> 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

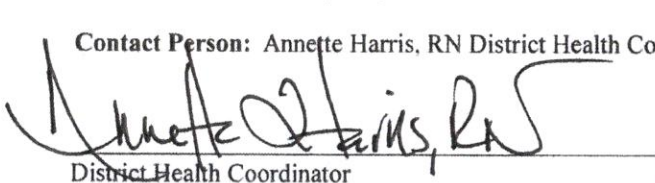
Background and Rationale: Floyd County Board of Education entered into a revised renewable contractual agreement that will end or re-negotiated with Cornerstone Diagnostics on 06/30/2025 to provide and coordinate drug testing for the district employees and students. This revised contract will allow the district to continue drug testing services until June 30, 2025. A new contractual agreement was legally necessary due to fee changes. The renewed contract with Cornerstone Diagnostics will be in effect for the remainder of the 2025-2026 school year. 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

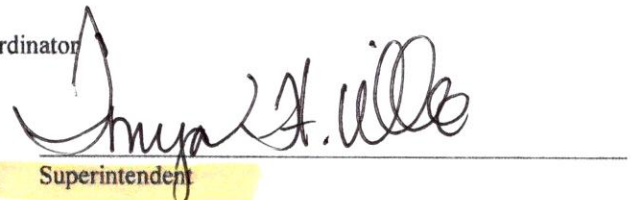
**Budget/Financial Issues:** (District Drug Testing All Categories)

**Recommended Action:** Approval of Contractual Agreement between Floyd County Board of Education and Corner Stone Diagnostics

**Date of Board Meeting:** September 22, 2025

**Contact Person:** Annette Harris, 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.

Harris, Annette

**From:** Crystal Popplewell <Crystal.Popplewell@cornerstonedx.com>  
**Sent:** Wednesday, September 17, 2025 10:53 PM  
**To:** Harris, Annette  
**Cc:** Jenni Coffey  
**Subject:** "Caution: External Email" Pricing/Agreement Updates

## External Email Notice

Caution: This message originated from outside the Floyd County School's Organization. Be aware of the sender and any suspicious links.

Hi Annette,

I hope this message finds you well.

After several years with only minimal changes to our pricing, we have reached a point where adjustments are necessary to continue providing the level of service and reliability that you have come to expect. Due to rising lab and supply costs, we will be implementing the following updates to our pricing structure effective October 1, 2025:

- DOT Testing: \$65.00 per test (drug and alcohol)
- Faculty & Students (Lab Test): \$60.00 per test
  - We will have a test panel change from 1203 to 1202 due to relevant positivity data that we feel is best for our clients.
  - Current Test Panel: 1203-AMP, BAR, BZO, THC, COC, MDMA, **MQUAL**, MTD, OPI, OXY, PCP, **PPX**
  - New Test Panel: 1202-AMP, BAR, BZO, BUP, THC, COC, FENT, MDMA, MTD, OPI, OXY, PCP
- Annual Program Admin Fee: \$200.00 per random pool

If you would like to explore alternative options for faculty and student testing, we are more than happy to discuss different solutions that may better fit your district's needs.

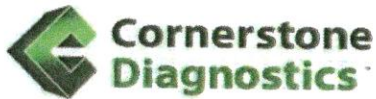
I know that as a school district this is something you have to present to your school board. We do ask that this is something presented as soon as possible due to the timeline we have.

SEE Attachment A.  
New Contract: Initial Test Staff-Students - Rapid  
IF Positive sent to Lab - Only Positives

We truly value our relationship with Floyd County Schools and remain committed to supporting your compliance and testing requirements with the highest standards of care.

Please don't hesitate to reach out with any questions or to set up a time to discuss further.

Thank you for your understanding and continued partnership.



812 N. Main St.  
Jamestown, KY 42629

<http://www.cornerstonedx.com>

**Crystal Popplewell**

District Business Manager/DOT Admin

Phone: 877.412.8330

Cell: 270.566.2283

Fax: 844.982.0300

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## AGREEMENT

The Agreement is made and entered into as of 09/22/2025 between Cornerstone Diagnostics, a Kentucky corporation with an address of 7 Jamestown Street, Russell Springs, Kentucky 42642 (herein after "Cornerstone Diagnostics") and FLOYD COUNTY BOARD OF EDUCATION

442 Ky Route 550 Eastern, KY 41622  
hereinafter referred to as ("Client") under which the following terms and conditions apply;

WHEREAS, Cornerstone Diagnostics provides Third Party Administrators (hereinafter, "TPA's") Service to individual clients working directly with Cornerstone Diagnostics.

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

### ARTICLE I: SCOPE OF SERVICES

#### SECTION 1. Cornerstone Diagnostics and MRO RESPONSIBILITIES

A. Cornerstone Diagnostics agrees to provide Laboratory and Medical Review Officer (hereinafter, "MRO") services to Client and Client's designated customers if applicable. 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. Cornerstone Diagnostics and the MRO reserve the right, and Client acknowledges and agrees that Cornerstone Diagnostics 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. Cornerstone Diagnostics shall provide reporting web based portal for the retrieval of substance abuse test results to the Client.

D. Cornerstone Diagnostics and the MRO shall make reasonable efforts to establish contact with all 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. Cornerstone Diagnostics shall provide Client with a bi-monthly invoice.

#### SECTION 2. CLIENT RESPONSIBILITIES

A. Client shall provide to Cornerstone Diagnostics 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).

## AGREEMENT

- B. Cornerstone Diagnostics's role shall be limited to that of a laboratory and MRO broker. Consulting services are not included without charges.
- C. Client shall notify Cornerstone Diagnostics 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 Cornerstone Diagnostics shall report tests via the web based portal 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 the web based portal, 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.
- 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 Cornerstone Diagnostics 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 Cornerstone Diagnostics 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 Cornerstone Diagnostics's for benefit of any competitor of Cornerstone Diagnostics's business or interest;
  2. Hire or cause to be hired any employee, agent or subcontractor of Cornerstone Diagnostics;
  3. Use to Client's advantage any information as to Cornerstone Diagnostics's customers, prospects, fees, charges,

## AGREEMENT

contacts, relationships or other information concerning Cornerstone Diagnostics'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. Cornerstone Diagnostics shall maintain the strictest controls over testing information relating to Client's customers and shall make all reasonable efforts to restrict access to this information. Cornerstone Diagnostics 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. Cornerstone Diagnostics acknowledges that information provided by Client is provided solely for the purpose of providing substance abuse testing services. Cornerstone Diagnostics 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.

C. Client authorizes Cornerstone Diagnostics MRO Services to release Test results to TPA as intermediary.

### 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.

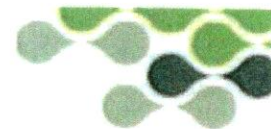
## ARTICLE II: FEES AND PAYMENT TERMS

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

SECTION 2. FEES. Client agrees to pay to Cornerstone Diagnostics 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 CREDIT HOLD and shall have its accounts frozen and its services restricted. Specimens that have



## AGREEMENT

been accessioned by 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 charged a reinstatement fee of \$ 150.00 for each occurrence.

### ARTICLE III: MISCELLANEOUS TERMS

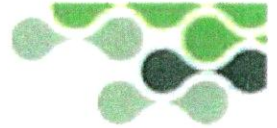
SECTION 1. TERM. The Term of this Agreement shall be effective as of the date of signature and shall renew automatically upon the anniversary date of the date of execution unless terminated in writing by either party. The responsibilities, obligations, and liabilities shall survive the term of this Agreement.

SECTION 2. PRICING. Cornerstone Diagnostics 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 Cornerstone Diagnostics and its MRO are acting as independent contractors, and nothing contained herein shall be construed to place Cornerstone Diagnostics or the MRO in the relationship of partners, joint ventures, principal-agent or Client-employee, and neither Client nor Cornerstone Diagnostics 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 Cornerstone Diagnostics 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 Cornerstone Diagnostics for their substance abuse testing services and agrees to hold harmless Cornerstone Diagnostics, MRO, Cornerstone Diagnostics'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 Cornerstone Diagnostics or the MRO under this agreement. However, no indemnification or hold harmless shall apply to Cornerstone Diagnostics or the MRO's negligence in failing to follow established procedures/protocols for regulated or workplace substance abuse testing programs as such may be amended from time to time.



## AGREEMENT

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.

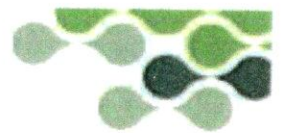
SECTION 7. SECTION HEADINGS. Section headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Contract.

SECTION 8. 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 9. 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.

SECTION 10. GOVERNING LAW. The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Kentucky.

SECTION 11. 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 Cornerstone Diagnostics 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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### "FEE SCHEDULE"

Product Code	Description	Fee
65304N	DOT URINE DRUG SCREEN	65.00
BAT	BREATH ALCOHOL TEST	65.00
RAPID13	RAPID 13 PANEL- First test for all students, faculty and vol	30.00
LAB13	13 PANEL LAB TEST- If non-negative on rapid test	45.00
PROGADM	ANNUAL PROGRAM ADMIN FEE PER RANDOM PROGRAM	200.00
LAB5	NON DOT MIRROR DOT PANEL- Used for bus garage	50.00

\*In Network Collection Sites (Cornerstone Sites, Patient Services Centers (PSC))

\*\*Perferred Provider Network (PPN) +\$6.00

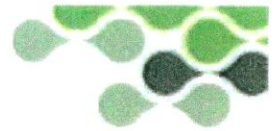
\*\*\*Out of Network Collection Sites will incur the cost of the collection & processing fees in addition to the test price.

### Ancillary Services

D&L Isomer Testing	\$75.00
6-MAM Testing	\$75.00
THC-V Testing	\$250.00
Anabasine Testing	\$115.00
Interpreter Fee	\$4.00
Per Min. Split Testing, DOT	\$250.00
Per Drug Split or Aliquot Testing, NONDOT	\$250.00
Per Drug Split/Aliquot Testing	\$60.00
Specimen Upgrade or Downgrade Admin Fee	\$75.00
FMCSA Clearinghouse MRO Admin Fee	\$75.00
MRO Litigation Package, NONDOT	\$35.00 Per Case
Lab Litigation Package	\$500.00 Per Package
Lab Reject	\$15.00
Shy Bladder Review	\$275.00 Per Case
MRO Consultation, Hearing Prep, Expert Testimony	\$300.00 Per Hour
MRO Travel Fee(s)	\$2,500.00 Per Day

### LABORATORY SERVICES

All specimens are processed through our nationally recognized CAP FDT Accredited Laboratory or a (SAMHSA) and Federal Certified laboratory.



## AGREEMENT

7 Jamestown Street  
Russell Springs, KY 42642  
PH: 877.412.8330  
FAX: 844.982.0300  
client.services@cornerstonedx.com

X

442 Ky Route 550

Eastern, KY 41622

606-886-4518

annette.harris@floyd.kyschools.edu

X

Authorized Representative: CRYSTAL POPPLEWELL

Title: DBM

Date: 09/19/2025

Name: Tonya Williams

Title: Superintendent

Date: 9/22/2025

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

This agreement is to enable transmission of information by Online Portal, Telephone, email or facsimile machine between Cornerstone Diagnostics 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 fax from Cornerstone Diagnostics. The Client agrees to take full responsibility for confidentiality of all background check or drug test related information supplied by, telephone, email or facsimile. The Client, further agrees, to notify Cornerstone Diagnostics 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 Cornerstone's DER/DSR form prior to **ANY** confidential background check or drug test information being sent by, telephone, email or facsimile.

Client understands that **ONLY** those with a valid DER/DSR form on file with Cornerstone Diagnostics will receive confidential background check and drug test information

Company/Entity Name: FLOYD COUNTY SCHOOLS

Company/Entity Address: 442 Ky Route 550

City: Eastern State: KY Zip: 41622

Billing Address: (If different from above)

City:  State:  Zip:

Phone: 606-886-2354 Fax:  Email: tonya.williams@floyd.kyschools.us

**CLIENT UNDERSTANDS THAT ACCESS TO ONLINE PORTALS AND RESULTS WILL ONLY BE RELEASED TO THE AUTHORIZED PERSON(S) WITH A CURRENT DER/DSR FORM ON FILE WITH CORNERSTONE DIAGNOSTICS****PRIMARY CONTACT**

Name: Annette Harris Title: District Health Coordinator/Drug Program Coordinator

Phone: 606-285-3634 Fax: 606-886-4550 Email: annette.harris@floyd.kyschools.us

Annette Harris  
Signature

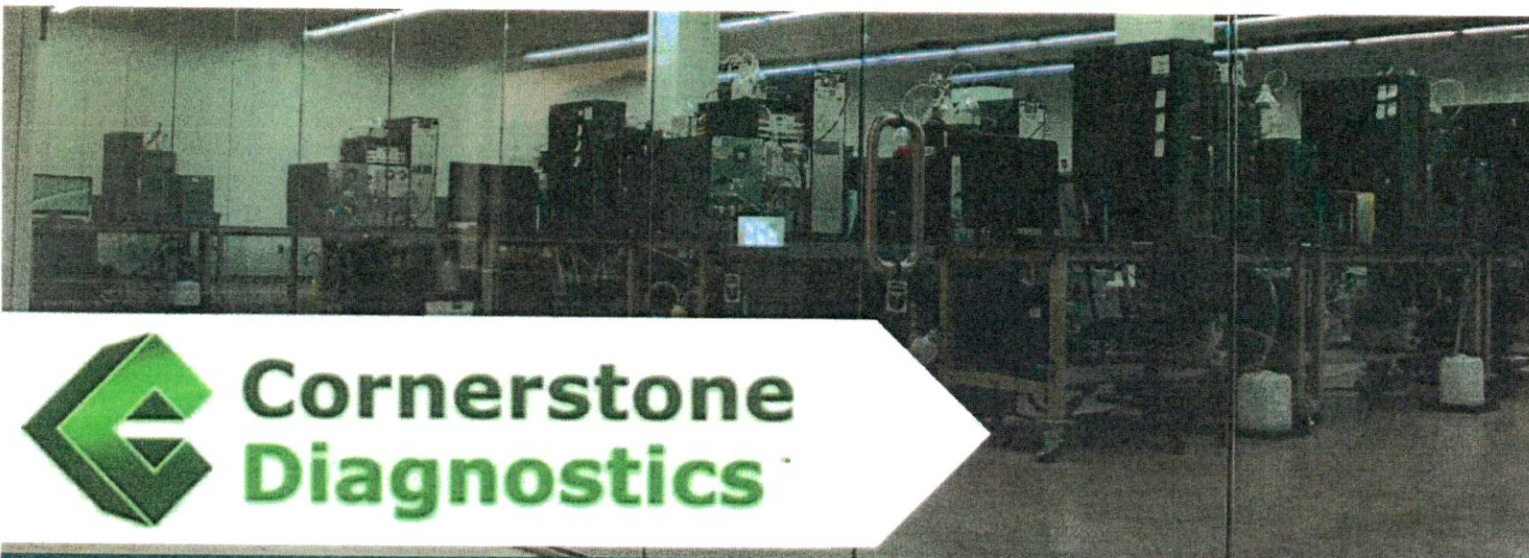
**SECONDARY CONTACT**

Name: Tonya Williams Title: Superintendent

Phone: 606-886-2354 Fax: 606-886-4550 Email: tonya.williams@floyd.kyschools.us

Signature

Please return completed form to Cornerstone Diagnostics at our Toll Free Fax:  
**844.982.0300** or email to **client.services@cornerstonedx.com**



**Cornerstone  
Diagnostics**

Attachment  
A

***Testing Notice:***

***We will be making changes for our School Districts for the  
2025-2026 school year. If you are required to redo your  
bid/contract please reach out to us.***



12/13 Panel Rapid Testing:  
\$30.00  
by on site collector



12/13 Panel Lab Testing:  
\$45.00  
by onsite collector  
Confirmation per analyte no  
longer available



200.00 Annual Fee per  
Random Program

**CONTACT US**