

# Every Child Every Day

**SUPERINTENDENT**  
TONYA HORNE-WILLIAMS

**BOARD CHAIR DISTRICT 1**  
LINDA GEARHEART

**VICE CHAIR DISTRICT 4**  
KEITH SMALLWOOD

**MEMBER DISTRICT 2**  
DR. CHANDRA VARIA

**MEMBER DISTRICT 3**  
WILLIAM NEWSOME, JR

**MEMBER DISTRICT 5**  
STEVE SLONE

**Date:** 05/01/2026

**Consent Agenda Item (Action Item):** Floyd County Drug Testing Program Contract

**Applicable Statutes or Regulation:**

KRS 218A.010

Applicable Board Policy 09.423

Applicable Board Policy 03.23251

Applicable Board Policy 03.13251

**Fiscal/Budgetary Impact:**

**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) See Attached Fee Schedule)

**History/Background:**

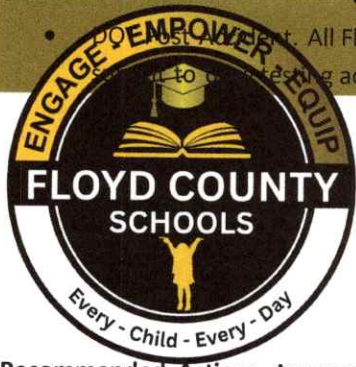
Cornerstone Diagnostics (Premier Integrity) has had an ongoing contract for drug testing services for more than 15 years. Drug testing in schools for students involved in athletics and extracurricular and staff aims to maintain a safe, drug-free environment, deter substance abuse and identify individuals needing help. The FCS program has reduced drug-related, safety-sensitive incidents and provided a "clear message" against drug use while offering early intervention and support services.

- Floyd County grade range for terms of drug testing 6<sup>th</sup> through 12<sup>th</sup> grade
- Floyd County Classified Staff and Certified Staff
- Floyd County Certified Staff
- Shy Bladder Procedures (Based on DOT guidelines)
- DOT Testing

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.

442 KY ROUTE 550, EASTERN KY, 41622  
TEL: 606.886.2354 FAX: 606.886.4550

# Every Child Every Day



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

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

\_\_\_\_\_  
Principal

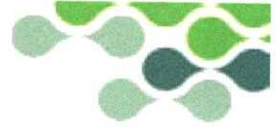
*Annette Harris*  
Director

*Inya H. Williams*  
Superintendent

**Date:** 5/5/26

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# AGREEMENT

The Agreement is made and entered into as of 05/04/2026 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/ STUDENTS**

442 KY RT 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.

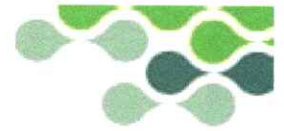
C. Cornerstone Diagnostics shall provide reporting web based portal for the retrieval of substance abuse test results to the Client.

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).



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- 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.

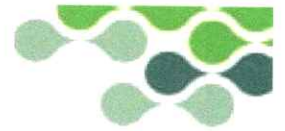
## **ARTICLE II: FEES AND PAYMENT TERMS**

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



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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.



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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
6135F	RAPID DRUG SCREEN	30.00
01202	LAB SCREEN/CONFIRMATION	45.00
BAT	BREATH/SALIVA ALCOHOL TEST (IF REQUESTED)	65.00
PROGAD	ANNUAL PROGRAM ADMIN FEE (RANDOM PROGRAM)	200.00

ONSITE COLLECTIONS

IF RAPID TEST IS NEGATIVE TEST IS COMPLETE

IF NON-NEGATIVE, TEST SENT TO THE LAB

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

**\*\*Preferred 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.



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

X

445 KY RT 550  
EASTERN, KY 41622  
606-285-3634  
annette.harris@floyd.kyschools.edu

X

Authorized Representative: CRYSTAL POPPLEWELL

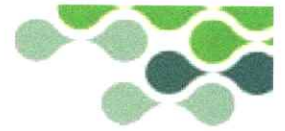
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Name:

Title:

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Product Code	Description	Fee
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### Ancillary Services

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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.



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7 Jamestown Street  
Russell Springs, KY 42642  
PH: 877.412.8330  
FAX: 844.982.0300  
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EASTERN, KY 41622  
606-285-3634  
annette.harris@floyd.kyschools.ky.gov

X

Authorized Representative: CRYSTAL POPPLEWELL

Title: DBM

Date: 05/04/2026

Name:

Title:

Date:



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The Agreement is made and entered into as of 05/04/2026 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/ DOT

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**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.

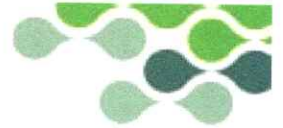
#### SECTION 2. CLIENT RESPONSIBILITIES

- 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).



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- 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,



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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



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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.



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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/SALIVA ALCHOHOL TEST	65.00
PROGAD	ANNUAL PROGRAM ADMIN FEE (RANDOM PROGRAM)	200.00

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

\*\*Preferred 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

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annette.harris@floyd.kyschools.edu

X

Authorized Representative: CRYSTAL POPPLEWELL

Title: DBM

Date: 05/04/2026

Name:

Title:

Date: