

DRUG TESTING AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of August 2016 by and between TOTAL COMPLIANCE NETWORK, INC. ("TCN"), a Florida Corporation, whose address is 5646 W. Atlantic Blvd., Margate, FL 33063 and Town of Miami Lakes (Client: whose address is: 6601 Main Street, Miami Lakes, FL 33014).

WITNESSETH:

WHEREAS, TCN is engaged as a corporation providing services related to the public, to wit: providing drug and alcohol testing and other services relating thereto; and WHEREAS, Client desires to utilize the services of TCN to assist in administering and managing drug-testing; NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

Duties of TCN:1. **Drug and Alcohol Testing/Services:**

A. TCN agrees to provide Client with the drug and alcohol testing as indicated below:

<u> </u> 5 panel (Opiate, THC, PCP, Cocaine, Amphetamine)	<u> X </u> State	<u> </u> Point of Care
<u> </u> 8 panel	<u> </u> Federal	<u> </u> Hair
<u> X </u> 10 panel	<u> </u> Forensic	<u> </u> Other _____
<u> X </u> Blood Alcohol	<u> </u> MRO Services	

2. **Compensation:**

A. Client agrees to pay TCN the following fees for the applicable services indicated in paragraph 1:

Drug Tests	5 Panel	\$ _____	per specimen
	8 Panel	\$ _____	per specimen
	10 Panel	\$ <u>36.00</u>	per specimen (<i>Labcorp tests are \$37.00 per specimen</i>)
Blood Alcohol		\$ <u>36.00</u>	per specimen

B. TCN invoices on approximately the last day of the month. TCN assesses a late fee plus a 1.5% per month finance charge on all accounts more than 30 (thirty) days overdue.

C. In the event that TCN's cost for the selected testing services increases, TCN shall have the right to adjust its fees accordingly with 30 (thirty) days written notification.

D. Fee based upon Collection Site charge. Individual collection site fees subject to change upon location and/or site price increase.

E. In the event that a donor feels that their test results are not accurate, they may contest their results by paying a fee of \$200.00 for the same specimen to be retested at another laboratory and then re-reported to TCN. The Town will be responsible to collect the money from the donor.

3. **Secure Fax, Secure E-mail, Internet or Telephone Access of Test Results**

The Client will be able to access certain drug and alcohol test results through the Internet, Secure Fax, Secure E-mail and a Telephone Voice Response Result System. In order to protect the confidentiality of these results in compliance with applicable law, security access codes will be assigned to the Client designated contact people, if the reporting method chose, requires it, and, in the case of a positive or otherwise questionable test result, the Client will be informed to contact TCN's offices.

The Client will also be able to download his/her/its list of employees to TCN so random drug test reports can be generated for both the Federal Department of Transportation ("DOT") and the State of Florida's Drug Free Workplace Program. Clients will be able to access this list monthly or quarterly, as determined by TCN, in order to ensure it is up-to-date. Security safeguards, which will include the use of security codes for access to the database, will be established so that the employee list cannot be tampered with and/or employee names removed in an unauthorized manner.

The Client shall ensure that the security access codes provided by TCN are maintained in such a manner as to preclude unauthorized persons from obtaining them. The Client shall ensure that Secure Fax numbers and Secure E-mail addresses are maintained in such a manner to preclude unauthorized persons from obtaining drug and/or alcohol test results. TCN shall not be liable in the event that information is obtained, modified, deleted and/or otherwise tampered with by the Client, his/her/its employees or agents, or by anyone other than TCN employees.

4. **Term of Agreement:**

A. Except in the case of earlier termination, the term of this Agreement shall be effective as of the date listed above.

B. This Agreement may be renewable with the mutual agreement of the parties.

C. This Agreement shall be subject to cancellation by either party hereto by written notice sent pursuant to paragraph 11 herein with sixty (60) days advanced notice.

5. **Waiver of Breach:**

The waiver of TCN of a breach of any provision of this Agreement by Client shall not operate or be construed as a waiver of any subsequent breach of it by either party.

6. **Parties:**

This Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their respective successors and guarantors.

7. **Remedies:** In the event that either the Town or the Contractor ("the Parties") must initiate litigation to enforce this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at all levels of litigation, including trials and appeals, including fees for litigating entitlement to and amount of attorney's fees.8. **Severability:**

In the event that any provision (or any portion of any provision) of this Agreement shall be held to be void or unenforceable, the remaining provisions of this Agreement and/or the remaining portion of any provision held void or unenforceable in part only, shall continue in full force and effect.

9. **Construction:**

Where appropriate herein the reference to the masculine gender shall include the feminine and neuter; the singular shall include the plural and the singular, in each case as the context may require.

10. **Headings:**

Any headings preceding the text of the several paragraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

11. **Notices:**

Unless otherwise provided for herein, any notice, demand, offer or other written instrument required or permitted to be given, made or sent under this Agreement, shall be in writing, signed by the party giving or making it, and shall be sent Certified Mail Return.

12. **Governing Law:** This Agreement shall be interpreted and governed according to the laws of the State of Florida. Any dispute or conflict arising out of or relating to this Agreement must be brought only in the Circuit Court of the Eleventh Judicial Circuit and for Miami-Dade County, Florida. The Parties agree such court and such court alone shall have personal jurisdiction and venue over any action relating to this Agreement and further agree to waive any rights they may have to challenge the court's jurisdiction over them13. **Miscellaneous:**

A. This Agreement constitutes the entire agreement between the parties hereto and contains all of the agreements between said parties with respect to the subject matter hereof. It may not be changed orally but only by an Agreement in writing signed by the parties against whom enforcement of any waiver, change, modification, extension or discharge is sought. Further, this Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto, with respect to the subject matter hereof.

- B. This Agreement may be amended or revoked at any time by a written agreement executed by the parties hereto pursuant to the applicable paragraphs contained herein.
- C. This Agreement may be executed in any number of copies, each of which shall be deemed an original.

14. **Hold Harmless/Disclaimer:**

- A. Town and Contractor each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Town and Contractor, they shall be borne by each party in proportion to its negligence.
- B. TCN is not a law firm or clinical laboratory. TCN acts only as a coordinator/facilitator on Client's behalf. TCN strongly urges Client to seek the advice of legal counsel prior to implementing TCN's programs or advice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

TOTAL COMPLIANCE NETWORK, INC.



 8-5-16

 DATE

CLIENT 

 OWNER/OFFICER SIGNATURE

PRINT NAME

 Andrea Agha 8/5/16

 DATE

DRUG AND/OR ALCOHOL RESULTS REPORTING OPTIONS CHOSEN: (PLACE AN "X" AND INITIAL)

____ TELEPHONE _____ SECURE FAX _____
Initials Initials Secure Fax Number

____ TELPEPHONE VOICE REPONSE UNIT _____ WEBSITE _____ SECURE E-MAIL CA
Initials Initials Initials

DESIGNATED CONTACTS FOR DRUG AND/OR ALCOHOL TEST RESULTS:

Cynthia Alejo _____ 305-364-6100 _____ AlejoC@miamilakes-FL.gov
 CONTACT #1 PHONE SECURE E-MAIL ADDRESS

 CONTACT #2 PHONE SECURE E-MAIL ADDRESS

ACCOUNTS PAYABLE CONTACT: (INVOICES WILL BE EMAILED OR FAXED)

Ruth Queiro _____ payables@miamilakes-FL.gov
 CONTACT SECURE E-MAIL ADDRESS OR SECURE FAX