

**Agreement between EDPM, Inc. and Columbia County Board of County
Commissioners for the
Provision of Employment Testing Services**

1. **Terms.** This Agreement shall become effective upon acceptance by EDPM and Columbia County Board of County Commissioners ("Client"), based at 135 NE Hernando Avenue, Lake City, FL 32058-1529, and shall continue in effect until terminated by either party at any time upon THIRTY (30) day's prior written notice to the other party. EDPM's acceptance will be verified by forwarding a copy of the fully executed Agreement to the Client. The following documents fall under the scope of this Agreement:
 - a. ***Schedule A - Alcohol & Drug Testing Services***
2. **Guidelines.** EDPM will utilize industry-accepted modalities and cutoff levels unless otherwise required in writing by Client. Results of applicant/employee tests shall be reported by EDPM and/or its Medical Review Officer (MRO) to the Client and/or Client's Designee within the parameters of local, state, and/or federal guidelines. All MRO services provided by certified Medical Review Officers may include the interpretation and evaluation of lab-confirmed non-negative drug test results together with a donor's medical history and/or other relevant biomedical information necessary to determine if there is a legitimate explanation for a confirmed positive drug test.
3. **Fees and Billing.** EDPM will submit monthly to the Client an itemized statement of services rendered to the Client by EDPM and the Client agrees to remit payment to EDPM within 30 days upon receipt of statement. All payments will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, *et. seq.*, Florida Statutes. Failure to remit payment within said term may result in the loss or reduction of the Client's discount and/or special prices and potential suspension of testing account until balance is cleared. Nothing in the foregoing provision shall serve to waive any rights or remedies available to EDPM with respect to its providing of services to the Client. If EDPM employs an attorney or collection agency to collect amounts due hereunder it shall also be entitled to the costs of collection, including attorneys' fees and cost of suit incurred in connection with the action. Any services rendered for Client, but not outlined in Agreement Schedule(s), may still subject to fees based on EDPM standard rates. Any disputed charges on an invoice must be addressed in writing to EDPM within six (6) months of the invoice date. Fees outlined in Agreement Schedules may be subject to change upon thirty (30) day notice in writing to Client; In the event Client does not agree with the change in fees, Client may cancel this Agreement upon 30 days written notice to EDPM.
4. **Indemnification.** Client agrees to indemnify EDPM for claims brought against EDPM only to the extent that they are found to result from the sole negligence of the Client, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for acts or omissions of third parties, independent contractors or third party agents of the Client. This indemnification shall not be construed as a waiver of the Client's sovereign immunity. Any claims against the Client must comply with the procedures found in Section 768.28, Florida Statutes, and the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of Section 768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the Client to only those damages caused by Client's sole negligence, and specifically not include any attorney's fees or costs associated therewith. The Client shall be responsible for lawful and appropriate use of results. EDPM will defend, indemnify and hold the Client harmless with respect to any and all losses, claims, suits, damages, liability, and expenses incurred by the Client, including, without limitation, reasonable attorney's fees, based upon, arising out of, or attributable to any wrongful disclosure, breach of confidentiality, or misuse of donor information by EDPM. There are no third party beneficiaries to this Agreement.
5. **Confidentiality.** Terms of this agreement shall remain confidential and not be disclosed to any third parties except as required by law. Disclosure shall render terms of this agreement void and agreement will be cancelable at the discretion of EDPM. Notwithstanding anything herein to the contrary, the parties acknowledge

 **Client Initials**

Client is an agency of the State of Florida and is bound by and will comply with all public records law requirements.

 **EDPM Initials**

Further, EDPM understands and agrees to abide by all provisions of Chapter 119, Florida Statutes. Further, EDPM agrees to provide access to all public records and agrees to all provisions of Section 119.0701, Florida Statutes. EDPM understands and agrees that failure by EDPM to grant public access to public records shall be grounds for immediate and unilateral cancellation of this Agreement by Client.

6. Miscellaneous Provisions.

- a. **Force Majeure.** EDPM shall not be liable for any claims or damages if such claims or damages result or arise out of a failure or delay that is due to any act or circumstance beyond the control of EDPM.
- b. **Enforceability/Severance Clause.** The invalidity or unenforceability of any terms or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any of the other terms or provisions in that jurisdiction, or of the entire Agreement in any other jurisdiction.
- c. **Application of State Law.** This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Florida where the services described in this Agreement will be provided. The parties agree that the sole and exclusive venue for any legal proceedings between the parties as a result of or arising from this Agreement shall be the state courts of Columbia County, Florida.
- d. **Client Policy.** It is the recommendation of EDPM that all policies, procedures, and recommendations prepared by EDPM be reviewed by the Client. All Client-revised policies should be communicated to EDPM prior to formal adoption by the Client. The Client shall have and retain all decision making authority with respect to the content of the policy and its implementation and administration as well as for which, when, and/or why employees are tested either singly or in groups. The Client agrees that it will be solely and exclusively responsible for the policy and all claims arising out of or relating to the policy and the resulting drug and alcohol testing program.
- e. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or electronic mail to an authorized representative of EDPM or the Client.
- f. **Independent Relationship.** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Client and EDPM other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of the Agreement. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employee or representative of the other.
- g. **Benefit.** This Agreement is intended to inure only to the benefit of EDPM and the Client. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.
- h. **Headings.** The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.
- i. **Integration.** This instrument is intended by the parties as a final expression of their agreement and as a complete statement of the terms thereof, and shall supersede all previous representations, understandings and agreements. The parties shall not be bound by any representation, promise or inducement made by either party or agent of either party that is not set forth in this Agreement.

- j. **Modification.** This Agreement may not be modified except in writing signed by authorized representatives of both parties, which, in the case of EDPM, must be accepted in writing by EDPM's Chief Executive Officer or Chief Operating Officer.

Am Client Initials

EDPM EDPM Initials

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed in their names as their official acts by their respective officers, each of whom is duly authorized to execute the same.

Columbia County Board of County Commissioners

By: [Signature]

Title: Chairman

Date: 12/18/14

EDPM, Inc.

By: [Signature]

Title: COO

Date: 2/9/15

Fee Schedule A: Drug and Alcohol Testing Services For Columbia County Board of County Commissioners

Account Set-Up Fee (One-Time)

Waived

Drug Screens

(Supplies, specimen collection at designated collection sites, lab-based testing, and MRO review)

Non-DOT 10-panel drug test	\$31.25 / test
Non-DOT saliva alcohol test	\$19.50 / test
Non-DOT blood alcohol test	\$30.00 / test

DOT 5-panel drug test	\$29.50 / test
DOT breath alcohol test	\$35.00 / test
DOT saliva alcohol test	\$19.50 / test

Substance Abuse & Testing Training Programs

Web-based Training (Transactional)	\$49 / module
Web-based Training (Subscription or Licensed)	Available upon request
On-Site Training for Employees, Supervisors, DERs	\$150 / hour + expenses
Certified Collector / Breath Alcohol Technician Training	\$250 / hour + expenses

Professional Services

Regulatory and Client Policy Review / Consultation	\$150 / hour
Nationwide Substance Abuse Professional (SAP) Services	\$650 / full service assessment
Collection Site Identification and Set-Up	\$25 / site
Express (Next Day) Collection Site Set-Up	\$45 / site
EDPM 24/7: Post-Accident Testing Service	\$150 / incident response
Testing Program Audit and Compliance Services	\$150 / hour
Expert Witness Testimony	\$250 / hour
Split Specimen Testing	\$200 / drug
Litigation Package	\$200 / package

Notes

For third party collection fees and other services that Client may choose to utilize, additional charges may be incurred and will be passed through to Client with a 20 percent markup.

Cost for shipping charges, travel door to door, local transportation, lodging, meals and incidental expenses related thereto, as well as per diem fee including without limitation, travel and preparation time, are to be reimbursed by the Client. EDPM reserves the right to designate employees and/or consultants for performance of obligations under the expert witness section. Designation of individuals will be subject to the reasonable availability of personnel for such service. If EDPM is compelled to provide testimonial or witness services in any judicial, administrative or other proceedings by means of legal process, EDPM will be entitled to fees as described as though the Client has requested such testimonial or witness services.

It is the recommendation of EDPM that all policies and procedures should be reviewed by an attorney representing The Client. All Client-revised policies should be communicated to EDPM prior to formal adoption by The Client.

 Client Initials

 EDPM Initials