

## **DRUG AND ALCOHOL TESTING SERVICE AGREEMENT**

This Agreement is the contract between Quality Choice Testing, LLC, an Oklahoma limited liability company and Frontier Public Schools, here in after referred to as the "Client" under which the following terms and conditions apply:

**Scope of Services:** Quality Choice Testing to provide lab staff to do on-site urine/saliva sample collection and transport for screening.

**Laboratory Analysis:** All samples, unless otherwise arranged, be tested on CLC machine with positives confirmed on LC/MS machines. Results will be sent to authorized staff. Results will be provided no later than 1 week from testing date. All positive confirmations will be reviewed by Lab Director.

### **Fees for Services**

**\$55 per test DOT (Urine test) drivers if we test students also.**

**\$75 per test for drivers only (minimum of 5 drivers per visit)**

**\$25 per test for student test minimum of 10 students**

**\$20 for big test at begin of school year (70 or more)**

**\$20 confirmation fee for all positive tests**

**Term of Agreement:** The Agreement shall be for a term of one (1) year beginning on July 1, 2026 and will automatically renew for an additional year upon each anniversary date. Either party can terminate this Agreement with thirty (30) days written notice with or without cause.

**Indemnification:** By signing this Agreement, the Client acknowledges and agrees to the utilization of Quality Choice Testing drug/breath collection services per the Quality Choice Testing protocol and agrees to hold harmless Quality Choice Testing from any and all claims, including but not limited to losses, damages, injuries to persons, or act of negligence, arising out of Quality Choice Testing use of said procedures on behalf of the Client. However, no indemnification or hold harmless shall apply to Quality Choice Testing own negligence in not reasonably following said procedures/protocols for workplace drug testing programs as such may be amended from time to time.

**Attorney's Fees:** If any contested action is brought to enforce, modify, interpret or void the provisions of this Agreement, then the prevailing party shall be entitled to reasonable attorneys' fees as well as appropriate relief.

**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.

*emailed 4.26.21*

**Amendment:** This Agreement may not be amended or modified in any respect except by an agreement in writing executed by both Parties.

**Severability:** In the event that any of the provisions of this Agreement are deemed invalid or unenforceable, the remaining provisions shall be construed and enforced as if the invalid or unenforceable provisions were not contained herein.

**Governing Law and Venue:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma without reference to conflicts of law principles. Venue shall lie exclusively in Oklahoma County, State of Oklahoma.

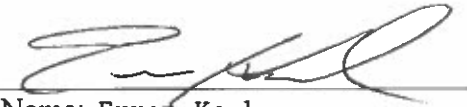
**Waiver of Breach:** Non-action by any Party in response to a breach of any provision of this Agreement shall not operate or be construed as a waiver of any rights hereunder or acceptance of any subsequent breach of any provision of this Agreement. Any waiver must be in writing and signed by the applicable Party.

**Change of Information:**

Each Party agrees to notify the other, in writing, of any changes in address, hours of service, phone number, or other contact information.

The undersigned understands and agrees to the terms and services outlined in this agreement.


**Client:** Frontier High School

By: 

Printed Name: Erron Kauk

Its: Superintendent

Quality Choice Testing

By: 

Printed Name: Terry Middleton

Its: Business Development Specialist