

SERVICE AGREEMENT

This agreement is made effective on 12/19/19 between Sauk County Human Services, (hereafter "Company"), and Noble Diagnostics, Inc., (hereafter "Noble").

RECITALS

1. Company has clients that operate a business employing drivers subject to Code of Federal Register (CFR) 49 CFR-Part 382 – Controlled Substances and Alcohol Use and Testing and 49 CFR-Part 40 – Procedures for Transportation Workplace Drug and Alcohol Testing Programs, and wishes to contract with Noble to provide Third Party Administrator services to comply with those regulations, including management of random urine drug and breath alcohol selection services.
2. Company has clients that operate a business utilizing workers subject to company-imposed non-regulated drug and alcohol testing, and wishes to contract with Noble to provide Third Party Administrator services, including but not limited to consulting services, random draw program services, and access to point of care drug and alcohol testing supplies.
3. Noble desires to provide services as outlined in this Agreement.

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto have entered into this agreement under the terms and conditions set forth below:

1. **Agreement.** Company hereby designates Noble to provide services under the terms of this Agreement.

2. **Noble's Responsibilities.** In addition to other obligations and responsibilities set forth in this agreement, Noble shall:

- a) contract with Substance Abuse and Mental Health Services Administration (SAMHSA)- certified laboratories to perform all drug tests required pursuant to 49 CFR Part 382, and all confirmatory testing requested by Company for non-regulated testing;
- b) provide qualified collectors at collection sites who shall perform collections following U.S. Department of Transportation collection and breath alcohol testing regulations in accordance

with 49 CFR Part 40 for both regulated workers and non-regulated workers, unless otherwise directed in writing by Company;

- c) at Company's request, make available collection sites in communities not served by Noble, which Noble believes through exercise of its reasonable business judgment, are qualified to perform collections and breath alcohol tests in accordance with U.S. Department of Transportation collection and breath alcohol testing regulations ;
- d) provide point of care diagnostic testing supplies as listed in the proposal;
- e) provide medical review officer services in accordance with 49 CFR Part 40;
- f) provide blind specimen testing in accordance with 49 CFR Part 40;
- g) place Company's regulated drivers in a consortium group or stand-alone pool as permitted by 49 C.F.R. Part 40, and place Company's non-regulated drivers in a separate consortium group or stand-alone pool at Noble's discretion based on information provided by Company ;
- h) provide written documentation of any individual's entrance and/or exit from consortium;
- i) provide on a regular basis, a list of eligible participant names and employee identification numbers to Company for verification, additions and/or deletions;
- j) provide a list of selected participants for each random selection;
- k) select regulated drivers for random testing on at least a quarterly basis, unless otherwise directed by Company, ensuring that the percentage of participants to be tested meets or exceeds the requirements of the U.S. Department of Transportation Federal Motor Carrier Safety Administration regulations. Currently 50% of the annual average numbers of participants are tested for drugs and 10% are tested for alcohol. This percentage is reviewed annually by the Federal Motor Carriers Safety Administration and changes made accordingly;
- l) report positive and negative results to Company contact person by Company specifications (secure email, fax, telephone);
- m) provide annual summaries of drug and alcohol testing as needed;
- n) maintain records of drug and alcohol testing and selection processes undertaken on Company's behalf in accordance with 49 CFR Part 382 and 49 CFR Part 40 requirements; and make such records available to Company/FMCSA as required by regulations;
- o) provide consultation before or during Department of Transportation audits, and upon Company's request, provide self-audit services; and

- p) provide background screening services, if requested, following all FCRA and state CRA standards for reporting such information to Company.

3. **Payment Terms.** Company and Noble agree to charges listed in the price proposal attached as Addendum A to this Service Agreement. Company agrees that all charges are payable upon receipt. Company agrees to promptly pay the charges evidenced by the mutually acceptable recording method. Noble reserves the right to assess and collect finance charges (**18% APR or minimum fee**) on any charges remaining unpaid 30 days after the invoice date, unless otherwise specified by law. Noble is further entitled to reasonable collection fees, attorney fees, and any other expenses incurred in the collection of all charges on the Company's account(s).

4. **Termination of Agreement.** This Agreement may be terminated by either party at any time, with or without cause, upon 30 days written notice to the other party.

5. **Early Termination.** Either party shall have cause to terminate this Agreement immediately upon the failure of the other party to maintain any required insurance or licensure/certification necessary to provide services under this Agreement. Noble expressly represents that it shall maintain at its sole cost and expense all insurance coverage required by applicable law and by customary business practices for the performance of the services contemplated in this Agreement.

6. **Good Faith Agreement to Amend.** It is agreed that the terms and conditions of this Agreement will be changed to reflect any change in and status of any state or federal law, rule, regulation, guideline or safe harbor regulation that has any material impact on either of the parties and of the parties ability to legally carry out the spirit of the agreement and their good faith intentions. If such amendments materially change the rights and obligations of the parties hereto, either party may then terminate this Agreement upon written notice of termination which termination shall be effective on the effective date of the state or federal law, rule, regulation, guideline or safe harbor regulation that necessitated the amendment or the expiration date of the then current term, whichever date is earlier.

7. **Books and Records.** All records created by Noble in the provisions of services under this agreement shall be the property of Company; however, Noble may retain copies of any documents created in the provision of services. Noble agrees that such records shall be maintained and released in accord with applicable law.

8. **Indemnification.** Noble shall indemnify, defend and hold harmless Company from and against all claims, liability or suits which result from or arise in connection with any act or omission

of Noble and its employees or contractors in executing the services provided for in this Service Agreement. Company and Noble acknowledge that Noble is an entity independent of Company and that Noble is solely responsible for workers' compensation benefits, unemployment compensation premiums, and any other benefits or obligations either required by law or provided by Noble to its employees or contractors. Noble agrees to indemnify and hold Company harmless for the withholding of any taxes, including but not limited to, State and Federal income tax and social security benefits as may be assessed in favor of individuals retained by Noble to assist in providing services on behalf of Company pursuant to this Service Agreement.

Company shall indemnify, defend and hold harmless Noble from and against all claims, losses, costs, damages, and expenses (including reasonable attorney's fees and costs) relating to any claims, liability or suits which result from or arise in connection with any act or omission by Company and its employees.

If Noble seeks indemnification from Company pursuant to this Service Agreement, it shall promptly notify in writing Company of any claim asserted against it for which such indemnification is sought, and shall promptly deliver to Company a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. Where acceptance of its obligation to indemnify is deemed proper by Company, Company reserves the right to control the investigation, defense, and trial of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising therefrom and to employ or engage attorneys of its own choice. Noble may, at its own cost, participate in such investigation, trial and defense of such lawsuit or action and any appeal arising therefore. Noble and its employees, agents, servants, and representatives shall provide full cooperation to Company at all times during the pendency of the claim or lawsuit as to which indemnification is sought, including without limitation, providing Company with all available information with respect thereto.

This section 8 shall survive termination of this Agreement.

9. **Covenant not to disclose confidential information.** Except as may be required or permitted by applicable law, participant authorization, court order or subpoena, Noble agrees not to release confidential information without written consent of Company. Noble agrees to notify Company if it is requested to provide any such information or is the subject of any court order or subpoena seeking such information. Such notice shall be given within sufficient time to allow Company to review the

request and to take necessary steps to object to such request, subpoena or court order. This provision shall survive the termination of this Agreement.

10. **Notice.** Any notice required by this Agreement shall be deemed to be duly given when hand delivered or mailed by registered or certified mail, postage prepaid, addressed to the recipient thereof at the address set forth below or at such other address as may be subsequently designated in writing by either party to the other party.

To Noble: Noble Diagnostics, Inc.

19525 Janacek Court Ste. 103

Brookfield, WI 53045

To Company: Sauk County Human Services

505 Broadway

Baraboo, WI 53913

11. **Miscellaneous.**

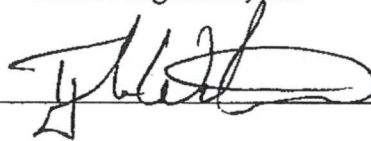
- (a) The captions appearing herein are for the convenience only and are not a part of this agreement nor do they limit or amplify any terms or provisions herein.
- (b) No waiver by either party or any term or provision of this agreement shall be deemed to be a waiver of any other term or provision.
- (c) Any term or provision of this Agreement which now or hereafter is determined to be invalid or unenforceable shall not impair the validity of the remainder of this agreement.
- (d) The terms and provisions hereof shall be binding upon and insure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.
- (e) The terms and provisions hereof shall apply without regard to number or gender of words and expressions used herein.
- (f) This Agreement contains the entire understanding of all prior negotiations and understandings, which are superseded hereby and merged into this agreement.
- (g) The relationship of the parties hereto is not one of partners or joint ventures but is a contractual relationship negotiated between Noble and Company.

- (h) This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- (i) This Agreement may not be assigned by either party without the prior written consent of the other party.
- (j) Time is of the essence of this agreement and all of the terms and provisions hereof.
- (k) This Agreement may not be amended or modified orally at any time but only by the written agreement of the parties hereto.
- (l) This Agreement constitutes the entire agreement of the parties and supersedes all prior written and oral agreements or understandings of the parties regarding the subject matter. This Agreement may not be modified or amended without the written agreement of both parties.

Noble Diagnostics, Inc.

Date: 12/20/2019

Signature



Name

Tyler Weston

(Please Print)

Title

Vice President & COO

Date: 12/20/19

Company

Signature



Name

Mindy Mattson

(Please Print)

Title

Youth Justice Supervisor

Confidential Fee Schedule

Built exclusively for Sauk County Human Services

Rapid Test Lab Confirmation \$ 25.00/drug
Rapid Chain of Custody Form 0.55¢ each

Administrative Fees

Random Program Account Setup (includes 1st year) Setup \$ 250.00
Shy Bladder Fee (Non-DOT MRO case workup and review) \$ 150.00/per incident
Laboratory Reroutes/Upgrades and Downgrades \$ 65.00/per incident
Language Interpreter \$ 5.95/per min
Refusal Fee Collection Fee + \$ 5.00 admin fee/per incident
Lab Reject Fee Collection Fee + Lab Fee/per incident
Cancelled Test Fee Collection Fee + Lab Fee/per incident
Not Reported Test Fee Collection Fee + Lab Fee/per incident
Rapid Drug Test (POCT) Collection Fee + \$ 5.00 admin fee/per incident
Breath Alcohol Testing \$5.00/each
Breath Alcohol Testing – Lab and MRO customers only (entered into Noble Now for stats) \$5.00/each
Lab Based DOT and Non-DOT (to be added to each lab test) \$5.00/each
Out of Network Collection Site Administrative Fee \$5.00/per collection

Additional Services (Optional)

Reasonable Suspicion Training In person, \$ 225/hr; online \$ 49.99/person
Breath Alcohol Technician Training \$ 435.00
Certified Professional Collector Training \$ 435.00

I, Mindy Mattson, on behalf of Sauk County Human Services agrees to the
above proposed pricing (print name above).

M. Mattson
(Signature – Sauk County)

12/20/19
(Date)

[Signature]
(Signature – Noble Diagnostics, Inc.)

12/20/2019
(Date)