

American Court Services

Memorandum of Understanding

American Drug Testing Services, a division of Fairfield Information Services & Associates, LLC, hereafter referred to as ("Company"), with headquarters at [REDACTED] agrees to provide the Services described below for Whitehall, OH Mayor's Court and its associated departments, hereafter referred to as ("Client"), in accordance with unit prices and terms described IN THE ATTACHED DOCUMENT, "SERVICE AND FEES."

Such services shall begin as of August 1, 2018 hereafter referred to as (the "Commencement Date"). This Service Agreement does not require Client to utilize Company's services for any specific period of time. The Parties may terminate this Service Agreement if either Party provides the other with a 30-day written notice of such intention.

Fees for services are guaranteed not to increase for a period of one (1) year from the commencement date except in the event of significant regulatory changes in testing or service delivery protocols. Changes in the level of Services requested by Client will be priced in accordance with Company's normal service fees at the time such modification is requested by Client. Company's price quotations may be withdrawn unless the Service Agreement is accepted within thirty (30) calendar days of Company's offer date (below).

SERVICES

A. Random Selection, Participant Monitoring and Database Services

Company shall perform its duties and activities in accordance with existing professional standards and in full compliance with all applicable federal, state and local laws, regulations and ordinances. Company shall obtain all licenses, permits and similar governmental consents necessary for Company to conduct its activities hereunder and maintain such licenses, permits and similar government consents in full force and effect throughout the Term hereof (as defined below). Company undertakes the facilitation of automated random selection of Client's participants that are subject to random drug testing through the utilization of Company's proprietary web application, *i-Samson.net*. Automated test selection will be completed through *i-Samson.net*'s integrated telephone selection system. Company will secure a local, toll-free telephone number for Client's program at no additional cost. Client will utilize "Call and Test Windows" that are available at Company's Columbus and Lancaster locations.

Furthermore, Company undertakes the maintenance of database services via *i-Samson.net* in order to monitor program activities and statistical reports for Client's participants. Client is able to monitor a maximum of one hundred (100) participants under the terms of services and fees outlined within this MOU. Participant enrollment is able to be increased beyond maximum enrollment once an updated monitoring cost is negotiated and agreed upon by Company and Client. Any agreement regarding services and fees will be outlined, in writing, as an addendum to this Memorandum. Client is afforded an unlimited number of authorized users, provided that user is an employee of Client and / or any of its associated departments. Users can be granted specific system permission levels for monitoring established by Company based on terms and conditions agreed to by Client.

B. Drug Testing Services

Company undertakes to perform the testing of Client's participants as requested by Client solely for the purpose of providing test result information to Client (the "Services"). Collections shall be directly observed by gender-appropriate staff person at Company address(es.)

Company expressly disclaims any undertaking or responsibility to provide or arrange for the provision of a medical diagnosis, consultation, assessment or treatment to or for the benefit of any participant.

PAYMENT

Company will provide Client an itemized Invoice no later than the 10th day of each month following a month where the Services were utilized. Fees for services provided by Company are payable within thirty (30) days from the date of each invoice at the address set forth thereon.

Payments shall be rendered to:



TERM AND TERMINATION

The Term of this Agreement shall be for a one-year period commencing on the Commencement Date and expiring twelve (12) months thereafter (the "Initial Term"), which Term shall be automatically extended for unlimited successive annual periods unless it is terminated during the pendency of any such period, whether initial or extended, by the provision of written notice of termination from one party to the other thirty (30) days prior to the termination date of the then current Term.

CONFIDENTIALITY

Company acknowledges that in its performance of the Services it may acquire information and materials from Client that are and shall be considered confidential and proprietary. Company and its web application, *i-Samson.net*, will also prepare reports, tests, studies or other documents in its performance of the Services that shall be considered confidential and proprietary in nature. Company agrees that it will hold such information and materials (the "Confidential Information") in strict confidence, will not allow any unauthorized person access to the Confidential Information, and will not make known, disclose or otherwise communicate such information to a third party without written permission of the Client unless required to do so by law or court order, provided, however, that Company shall have the right to publish or otherwise use (for any purpose whatsoever, including making profits) any or all statistical information generated from or arising out of the Services provided hereunder, gathered by or on behalf of Client and reported to Company, or developed by Company in connection with the reports, provided that such statistical information shall not in any manner or form identify Client, its users or employees specifically and shall not be combined with other data in such a manner that could allow a third party to identify Client, its users or employees in connection therewith. All such statistical information shall remain the property of Company.

Client affirms that the web application known as "i-samson.net" is the sole property of the Company and agrees to limit the use thereof to its authorized users and only for the purpose of managing its random drug testing program. Client agrees that the features and functionality of i-samson.net are the proprietary work produce of the Company, and affirms that it will not disclose, communicate or discuss said features or functionality with any person or entity whose principle business is the design or implementation of software or whose interest in i-samson.net would be for the purpose of competing with Company for clients.

FORCE MAJEURE

Company will not be liable for any failure or delay in performance due in whole or in part to any cause beyond Company's control, including, but not limited to, weather, acts of God, strikes or labor disputes or acts of war, terrorism or insurrection. In no event will Company be liable for any damages not directly arising out of the performance of the services provides.

INDEPENDENT COMPANY

Company and the agents and employees of Company shall not be considered as employees of Client. Company is and shall remain an independent Company, and nothing contained herein shall be construed inconsistent with that status.

GOVERNING LAW

This Agreement will be governed in all respects by the laws of the State of Ohio except for any choice of law rules if such rules would require the application of substantive law of a jurisdiction other than the laws of the State of Ohio.

ACCESSIBILITY

Upon termination or discontinuance of the Services, Client shall have reasonable access to all Client data contained in Company's database. Company agrees to provide, at Client's request and cost, complete test records and files in machine-readable format. Charges and terms will be covered by a separate agreement.