

This Collection Site Agreement is entered into on this _____ day of _____, 201__ (“Effective Date”) by and between applya occupational strategies, with a principal place of business at 233 North Main Street, Suite 200, Greenville, South Carolina 29601 & _____ with a principal place of business at _____ (“Collection Site”) for collection services.

In consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, applya and Collection Site hereby agree as follows:

1. **Scope of Services.** applya shall refer to collection site donors for the purposes of collecting samples for testing. Collection site will be responsible for performing the following services: (i) collection services necessary for collecting specimens (the “Collection Services”); and (ii) directly related services in coordinating the customers and processing specimens for shipping and testing (the “Preparation Services”), collectively, the “Services”. Collection site will be responsible for sending collection and documentation of collection to designated recipients.
2. **Representations, Warranties, and Covenants.**
 - 2.1. **Collection Site agrees to the following:**
 - 2.1.1. To perform all tests as required (split or single specimen) depending on the specific protocol identified for the client by applya;
 - 2.1.2. To follow the manufacturers’ specific instructions when performing any alternative specimen collection (i.e. on-site, hair, sweat patch, oral, etc.);
 - 2.1.3. To provide applicable certificates of training upon request;
 - 2.1.4. That all Department of Transportation (DOT) regulated urine drug collections and breath alcohol testing will be performed in accordance with procedures outlined in 49 CFR Part 40 as issued by the DOT. Additionally, it is the responsibility of the Collection Site to remain current with applicable regulations, as required changes are made and implemented;
 - 2.1.5. That testing shall only be performed by certified collectors, certified Breath Alcohol Technicians (BAT), and Screening Test Technicians (SST) trained in accordance with Part 40. All must possess valid and current certificates of training;
 - 2.1.6. To immediately notify applya if it receives a “Notice of Proposed Exclusion” (NOPE) or a “Public Interest Exclusion” (PIE) from the DOT. The Collection Site affirms to applya by its signature below that it is not currently subject to a NOPE or PIE;
 - 2.1.7. To use, when applicable, a unique Collection Site ID code assigned by applya for collection forms;
 - 2.1.8. To comply with all related Federal and state regulations, and ethical business practices; and
 - 2.1.9. To otherwise perform all Services in a timely and professional manner.

3. **Compensation.** The Collection Site agrees to invoice applya for Services at the rates listed on Exhibit A, attached hereto, and applya agrees to pay the Collection Site for such services. The parties agree that Collection Site will only be compensated for verified specimens collected. These rates shall stay in effect for a minimum of twelve (12) months from the date of execution and, thereafter, until mutually agreed to in writing by both parties. Invoices shall be paid net sixty (60) days from receipt of invoice.
 - 3.1. **Submission of Invoices.** All Collection Site invoices should be directed to the attention of applya accounting. Each invoice must contain the donor name, identification number, (SSN or employee Id), date of service, and the employer name for which the specimen was collected. applya will need to have received the copies of COC, ATF, Instant Results, Physical Exams (if requested), and Referral/Authorizations. Payment will be delayed without this information. Invoices must be submitted monthly for payment. Invoices submitted more than six (6) months beyond the date of service are not guaranteed payment and may be rejected.
 - 3.2. **Compensation Adjustment.** The parties may agree to modify the compensation prospectively during the term of this agreement, so long as the compensation adjusted is not revised within the initial first year of this agreement and is consistent with fair market value. Compensation shall not be updated more than once a year, however. The parties agree that they shall have the right at the time of any renewal of this agreement, to review the compensation and to adjust the compensation, so long as the compensation as adjusted is consistent with fair market value, and the services are being delivered in a professional, timely and satisfactory manner.
4. **Term.** The initial term of this Agreement commences on the Effective Date and continues for one (1) year, unless terminated earlier as provided herein. Thereafter, the Agreement will automatically renew for additional one (1) year terms unless terminated by either Party upon sixty (60) days' prior written notice prior to the expiration of the Initial Term or the then-applicable Renewal Term.
 - 4.1. **Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other Party.
 - 4.2. **Compensation upon Termination.** Upon termination, Collection Site shall be entitled to actual compensation for Services performed up until the effective date of termination.
5. **Compliance.** Collection Site shall provide the Services in accordance with all applicable state and federal laws, rules and regulations, and shall at all times maintain the appropriate licensures, permits and certifications necessary for collection services in the state in which it operates.

6. **Customer/Patient Privacy.** The Parties acknowledge and agree that this Agreement may require compliance with certain requirements of the implementing regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64, subparts A and E (the " Privacy Rule") and subparts A and C (the "Security Rule") for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and further agree to comply with said requirements. Regardless of the applicability of the above regulations, Collection Site agrees to handle all Services in a confidential manner and further agrees to maintain and handle all required records in a confidential manner. It is imperative that the information is not disclosed to any unauthorized individuals and/or personnel to maintain the integrity of the patient information. This will apply to, but is not limited to, handling, storing, transporting, or transmitting confidential records, results, or materials.
7. **applya Indemnity.** applya shall indemnify and hold Collection Site harmless from any claims arising out of services provided by applya from any third party, including government entities (including any fees, costs, including, without limitation, attorneys' fees, expert witness fees and costs of court, and expenses associated with the defense against same), except to the extent such claims arise from the negligence or willful misconduct of the Collection Site.
8. **Collection Site Indemnity.** Collection Site shall indemnify and hold applya harmless from any claims arising out of the Services provided by Collection Site from any third party, including government entities (including any fees, costs, including, without limitation, attorneys' fees, expert witness fees and costs of court, and expenses associated with the defense against same), except to the extent such claims arise from the negligence or willful misconduct of Collection Site.
9. **Non-solicitation.** During the term of this Agreement or any renewals thereof and for a period of one (1) year after termination of this Agreement, Collection Site shall not solicit any Client (s) for the donors of which Collection Site has performed Services. This section shall survive the termination of this Agreement.
10. **Non-Disparagement.** Each Party agrees that the goodwill and reputation of the other Party are essential and should not be impaired at any time. Neither Party nor its agents shall communicate or cause or encourage others to communicate with any person in a manner which: (i) disparages the other Party or its respective affiliates, directors, officers, employees, representatives, agents, business partners, subcontractors, distributors, suppliers, or the products or services of any of the foregoing; or (ii) adversely affects, disrupts or interferes with the other Party's reputation, goodwill, business relationships, business plans, litigation, claims, business arrangements or agreements; or (iii) causes economic harm to the other Party.

11. **Insurance.** Collection Site shall procure and maintain in effect during the term of this Agreement insurance of the type and in such amounts as are appropriate and commercially reasonable for parties engaging in the type of services contemplated by this Agreement. Collection Site shall notify applya of the termination, cancellation, lapse or any other material change in such coverage.
12. **Independent Contractor.** At all times hereunder, the parties shall be independent contractors. Neither party nor its personnel shall be deemed to be an agent, servant, employee, joint venturer, or partner of the other party, for any purpose whatsoever, by virtue of this Agreement.
13. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs and legal representatives, but neither this Agreement nor any rights or duties hereunder shall be assignable by the either party unless the other party consents in writing.
14. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given or on the third day after mailing if mailed to the Party to whom notice is to be given, by certified mail, return receipt requested, postage prepaid, and properly addressed as set forth above. Any Party may change its address for the purpose of this Section by giving the other Party written notice of the new address in the manner set forth above.
15. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior contemporaneous agreements, representations and under standings of the Parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
16. **Good Faith.** Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.
17. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina.



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18. **Dispute Resolution.** Should a dispute arise under this Agreement, the parties agree to mediate the dispute with a mutually agreed upon certified mediator in Greenville County, SC prior to the initiation of any claim. Excluding attorney's fees, any costs associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within ninety (90) days of referring it to the mediator, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Greenville County, SC. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. Each party hereby waives any and all rights to a jury trial for any action arising hereunder.
19. **Validity.** Should any section or provision of this Agreement be held to be void, invalid, or in operative, it should not affect any other section or provision hereof, and the remainder of this Agreement shall be effective as though such void or invalid or inoperative section or provision or portion thereof had not been contained herein.

IN WITNESS THEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the Effective Date.

Client
Signature: _____

Date: _____

applya
Signature: _____

Date: _____