

DRUG SCREENING SERVICES AGREEMENT

This Drug Screening Agreement ("Agreement") is entered into on the below-written date between ScreenSafe, Inc. ("Seller") located for purposes of this Agreement at 2708 Caton Farm Rd. Joliet, IL. 60435, and the Board of Trustees of the Pipe Fitting Council of Greater Chicago ("End-User").

WHEREAS End-User desires for Seller to provide consulting for the End-User's drug testing policy ("End-User Policy") and comprehensive administration of the program outlined under the End-User Policy, including providing certain Drug Testing Services for End-User as part of the administration of the End-User's Policy.

WHEREAS the provision of Services by Seller to End-User requires that each party agree to certain terms and conditions in connection with receiving the benefit of said Services.

NOW THEREFORE, in consideration of mutual covenants, conditions, and agreements contained in the Agreement and for other good and valuable consideration, the receipt of the sufficiency of which are acknowledged, the parties agree as follows:

1.01 Definitions

- (a) All terms, phrases, words, etc., where applicable, shall have the meanings given to such words and terms in Chapter 49 of the Code of Federal Regulations; where such terms are not defined, all remaining words and phrases shall be defined by their common meaning.
- (b) "Drug Testing Services" or "Services" shall mean those Services listed on Appendix A, affixed hereto, and made a part hereof.

2.01 Performance Required by the Parties.

- (a) Seller will assume all responsibility for administering, coordinating, and managing the daily activities of the End-User Policy, which shall include the Services.
- (b) Seller will request monthly from the Pipe Fitters' Welfare Fund office a current list of all individuals subject to drug testing under the End-User Policy. Based on the program and procedures set forth in the End-User Policy, Seller will administer the regular drug testing and also determine what individual(s) are subject to random drug testing in accordance with the End-User Policy.
- (c) End-User agrees to allow Seller to use End-User's name in Seller's advertising, subject to prior approval of End-User.
- (d) End-User agrees to pay Seller for the Services provided hereunder as agreed between End-User and Seller, as set forth in Appendix B.
- (e) Seller will provide monthly reporting to End-User, detailing the aggregate number of tests completed in the prior month broken-down by type of test (e.g., random, regular), and number of positive tests. Seller will provide annual reviews of End-User's Policy and annual reports regarding administration of End-User's Policy. Seller will also provide any additional information or reporting as End-User may reasonably request.

3.01 Term of Agreement

This agreement shall become effective upon the signing of this document by the End-User and by Seller.

This Agreement may be terminated by either party at any time, without penalty, with sixty (60) days' notice to the other party of such termination.

If End-User desires to terminate this Agreement, End-User agrees that it will pay Seller for all services that have been provided to End-User prior to the effective date of termination of this Agreement in accordance with the

termination provisions contained herein.

4.01 Indemnification.

- (a) Seller is an independent contractor hired solely to administer the Services pursuant to applicable State, Local, and/or by End-User policy.
- (b) The End-User agrees to indemnify and hold harmless Seller, its officers, directors, its affiliates, agents, independent contractors, and employees, from any loss, or damage from any claim, action or proceeding whether civil, administrative, or investigative in nature, including payment of costs and reasonable attorney's fees, brought against Seller or any of its agents, independent contractors, or third parties, of whatever nature, arising out of or resulting from any negligent act or omission, on the part of the End-User, its agents or employees, whether or not the party actually bringing the claims finally prevails.
- (c) Seller agrees to indemnify, hold harmless and defend End-User its officers, directors, its affiliates, agents, independent contractors, and employees, from any loss, or damage from any claim, action or proceeding whether civil, administrative, or investigative in nature, including payment of costs and reasonable attorney's fees, brought against End-User or any of its agents, independent contractors, or third parties, of whatever nature, arising out of or resulting from any negligent act or omission, on the part of the Seller its agents or employees, whether or not the party actually bringing the claims finally prevails. However, End-User recognizes that Seller cannot be responsible for the accuracy or completeness of any information provided by End-User to Seller within the scope of these services.
- (d) End-User agrees to make all determinations on which subject individuals should be tested on a "for reasonable suspicion," and "post-accident" basis.
- (e) Each party agrees to comply with all applicable state and local laws, including without limitation privacy and security laws, and agrees to use reasonable efforts to inform the other party of any state or local laws that could affect the other party's performance under this Agreement.

All such indemnification provisions articulated above shall survive any expiration or termination of this Agreement.

5.01 Miscellaneous Provisions.

- (a) This Agreement and Appendix A and Appendix B hereto represent the entire Agreement between Seller and End-User with respect to the subject matter hereof.
- (b) Seller shall maintain professional liability insurance in an amount of at least \$2 million per claim and in the aggregate. Seller shall provide evidence of such insurance to End-User upon reasonable request by End-User.
- (c) Seller confirms that it has adopted and will maintain through the term of this engagement, information security standards, practices and policies regarding cyber security that meet or exceed industry standards. Such security standards, practices and policies shall be examined periodically by an independent third-party to confirm and verify information security. Seller agrees to address any weaknesses, vulnerabilities or other deficiencies discovered in the examination as soon as practicable. Additionally, Seller agrees to immediately disclose to the End-User any security data breach or other cyber security breach involving Seller which may involve End-User data or information. Seller agrees that it shall maintain insurance policies consistent with industry standards that would cover losses and notification costs caused by or related to cyber security and data breaches. Seller agrees to provide End-User with copies of all insurance coverages upon reasonable request from the End-User. Seller agrees to comply with all local, state, and federal laws applicable to our company in the performance of the Services as related to privacy, confidentiality and/or security of personal data and information.
- (d) Neither the Seller nor the End-User shall be held liable for any non-performance of the terms of this Agreement, which are due to any cause or circumstance beyond the reasonable control of Seller or End-

User.

- (e) Illinois and Federal law will govern this Agreement. The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.
- (f) Nothing contained in this Agreement is intended to imply that Seller certifies or warrants End-User's drug screening program as being in compliance with any Federal, state, local or other requirements.
- (g) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.
- (h) Any provision of this Agreement that is determined by a Court of competent jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the Agreement's remaining provisions, to the maximum extent permitted by applicable law.
- (i) This Agreement, together with any other documents incorporated herein by reference, constitutes the entire and exclusive understanding between the Parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- (j) This Agreement may be executed in counterparts and by facsimile, email or other electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.
- (k) The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty. Any such waivers must be provided in a written, executed document.

AGREED:

DocuSigned by:
 By: Marc Pittas
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Printed Name: Marc Pittas

Title: Trustee

Company: Pipe Fitting Council of Greater Chicago

Date: 4/3/2023

AGREED:

By: William R. Heffernan

Printed Name: William R. Heffernan

Title: Vice President

Company: Screen Safe, Inc.

Date: March 30, 2023

APPENDIX A – SERVICES

Seller acknowledges and agrees that it has received a copy of the current End-User's Policy, and Seller agrees it shall administer, coordinate, and manage the program outlined in End-User's Policy. All Services provided by Seller shall be compliant and in accordance with the latest End-User Policy, as may be amended, provided that End-User provides Seller with any revisions to the End-User's Policy within five (5) business days of the adopted revisions. In the event of a conflict between this Appendix A and the End-User Policy, the End-User Policy governs.

Program Coordination and Education. Before drug testing services begin and continuing even after drug testing begins, Seller will reach out to contractors participating in End-User's drug testing program to identify and obtain contact information for the participating contractors' designated representatives (DRs), to ensure clear communication with the DRs so that DRs receive timely notice of which employee(s) should be sent for drug testing at what times. Seller will use best efforts to timely address and resolve any question or concerns raised by participating contractors and the individuals subject to testing under the End-User Policy. Seller will provide training, as needed and reasonably requested, to ensure smooth administration of the End-User Policy, including to DRs regarding their roles and responsibilities.

Drug Testing. Substance Abuse & Mental Health Services Association (SAMHSA) Laboratory testing will be conducted to determine the presence of the following drugs, at the screen and confirmation thresholds established by the End-User Policy:

Amphetamines	Barbiturates	Cannabinoids (marijuana)*	Benzodiazepine
Cocaine	Methadone	Opiates (heroin, morphine)	Methaqualone
Phencyclidine (PCP)	Propoxyphene	Ecstasy/MDMA	Oxycodone

And such other substances as approved by End-User as part of its End-User Policy.

* Only for post-accident and reasonable suspicion tests.

Program Set Up including the following services:

Random pool set-up, including determination of individuals subject to random testing

Specimen collection site set-up, including partnering only with collection sites that are operated in compliance with applicable federal regulations

Random Pool Maintenance Individuals' names will be entered into the End-User Random Pool, for random pool maintenance, random selection, and follow-up monitoring services.

Substance Abuse Testing The following kinds of tests are covered under this Agreement:

Pre-employment tests	Post-accident tests
Random tests	Follow-up tests
Return-to-duty tests	Reasonable cause tests

Retests will be performed as approved by the MRO and/or the End-User and administered by Seller under this Agreement.

Additional Services

Drug testing specimen kits and chain-of-custody forms
 Specimen collection coordination
 Specimen and chain-of-custody delivery service to testing laboratories
 SAMHSA laboratory testing of specimens
 MRO administrative review of laboratory test results, when applicable
 MRO review of positive test results and consultation as requested
 MRO record maintenance
 Drug test result reporting

APPENDIX B – PRICES

Substance Abuse Testing Fees. The following Substance Abuse Testing Fees will be paid by the End-User to Seller for substance abuse testing administered under this Agreement. This fee covers the following services:

Drug Testing Fees: **\$60.32/Per Test at recognized ScreenSafe network collection sites. ***

Specimen Collection
Laboratory Testing
Medical Review of Test Results

Breath Alcohol Testing Fee **\$57.20/Per Test at recognized ScreenSafe network collection sites.**

On-site Testing Fee: **As Billed For Services, As Used**

After Hours Reasonable Cause Testing Fee: **As Billed For Services, As Used**

*Includes collection fees up to \$14.00 for all urine drug screen collection. Any additional fee will be billed to the End-User as an out-of-network fee.

The Substance Abuse Testing Fees listed above will apply to the following kinds of tests covered under this Agreement:

Pre-employment tests Post-accident tests
Random tests Follow-up tests
Reasonable cause tests Return-to-duty tests

Retest Fee. As set forth in the End-User Policy, a fee of **\$208.00** will be prepaid by the participant to Seller for each retest required by the End-User Policy and administered by Seller under this Agreement. Such fee is to be collected by the Seller from the individual requesting the test in advance of such test or paid by the End-User as billed by Seller. All retests shall be charged and administered in accordance with End-User Policy.

Expert Witness/Legal Testimony. The following services will be provided and will be charged as billed:

Based on Prevailing Fees
Collection Site / Laboratory Testing / Medical Review
Seller or Supplier

Services Included. The following services are included in consideration of payment of the Substance Abuse testing fees indicated above:

Drug testing specimen kits and chain-of-custody forms
Specimen collection coordination
Specimen and chain-of-custody delivery service to testing laboratories
SAMHSA laboratory testing specimens
MRO administrative review of laboratory test results, when applicable
MRO review of positive test results and consultation as requested
Drug test result reporting

Appendix B (page 2)

Payment Schedule. All drug testing fees due and payable under this Agreement in connection with tests administered and service provided by Seller subject to the End-User's Substance Abuse Testing Program shall be paid to Seller by End-User, as billed at the end of each month.

Payment terms are net 20 days from receipt of an invoice from Seller. All overdue payments shall be subject to an additional interest and service charge calculated at the rate of one and one-half percent (1.5%) per month from the date payment is due until the date of payment. If no comment or inquiry is received within thirty (30) days of the billing date, Seller shall assume the End-User has received the invoice and finds the invoice acceptable.

Unspecified Administrative Services. Seller will assess, until drug testing begins, a one-time \$5,000.00 start-up fee, with a goal that drug testing will begin July 1, 2023. Once drug testing begins, Seller will assess a monthly fee of \$1,950.00 per month for administrative tasks and services required to administer the End-User Policy. In the event that the End-User requests Seller to perform administrative services not set forth in this Agreement, the End-User and Seller agree to determine at a later date the fee(s) to be paid by the End-User to Seller for any administrative services not specified in this Agreement.

AGREED:

DocuSigned by:
By: Marc Pittas
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Printed Name: Marc Pittas

Title: Trustee

Company: Pipe Fitting Council of Greater of Chicago

Date: 4/3/2023

AGREED:

By: William R. Heffernan

Printed Name: William R. Heffernan

Title: Vice-President

Company: ScreenSafe, Inc.

Date: March 30, 2023