6C
07/28/15

301 Remington Street
Fort Collins, Colorado 80524
(P)888-606-7868
(F)800-237-4011

ADP Screening and Selection Services, Inc.

Client Agreement for Access to Motor Vehicle Records

In order to obtain motor vehicle/driving records from ADP Screening and Selection Services, Inc. ("ADP"), Client must certify and agree to the terms listed below as the end user of such consumer reports. (NOTE: These terms are in addition to those terms and conditions to which Client agreed to as part of the ADP SASS User Agreement, Sales Order, Terms and Conditions, or CRD, including but not limited to, agreeing to comply with the Fair Credit Reporting Act and all applicable laws related to the use of consumer reports, as defined therein.)

1. Client has a permissible use for obtaining motor vehicle records for every individual on whom such records are ordered, in accordance with the Driver's Privacy Protection Act ("DPPA"), 18 U.S.C. § 2721 *et seq.*, a copy of which is attached hereto. Additional state and/or local restrictions on use may apply.

2. Client shall use the requested motor vehicle records: (a) solely for the Client's certified use(s) as permitted under the DPPA and any applicable state or local laws; (b) for no other purpose; and (c) solely for Client's exclusive one-time use. Client shall not request, obtain or use motor vehicle records for any other purpose including, but not limited to, for the purpose of selling, leasing, renting, assigning or otherwise providing or transferring information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the motor vehicle reports.

3. Client shall request the motor vehicle records and disclose the motor vehicle information by and through Client's designated and authorized employees having a need to know and only to the extent necessary to enable Client to use the motor vehicle records in accordance with this Agreement. Client shall ensure that such designated and authorized employees shall not attempt to obtain any motor vehicle records on themselves, associates or any other person except in the exercise of their official duties. Client shall hold the motor vehicle records in strict confidence, and not disclose them to any third parties; provided, however, that Client may disclose the report to the subject of the report.

4. When requesting a motor vehicle record for employment purposes, Client certifies that:
   - Client will provide a clear and conspicuous disclosure in writing to the applicant/employee/consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report, including motor vehicle records, may be obtained for employment purposes;
   - The applicant/employee/consumer has authorized in writing the procurement of the motor vehicle records before the report is obtained; and
   - Information from the motor vehicle records for employment purposes will not be used in violation of any applicable federal, state or local employment opportunity law or regulation.

5. Before taking adverse action based in whole or in part on a motor vehicle record for employment purposes, Client shall provide the applicant/employee/consumer with FCRA and applicable state adverse action notices, including but not necessarily limited to:
   - A pre-adverse action notice that includes a copy of the motor vehicle report and a copy of the consumer's rights, in the format approved by the Federal Trade Commission; and
   - After a reasonable amount of time, an adverse action notice.

6. Client shall maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

By signing this Client Agreement for Access to Motor Vehicle Records, Client, by its duly authorized representative, agrees to be legally bound by the terms and conditions contained herein and certifies that the information provided is true and correct to the best of Client's knowledge. Client understands that it is limited to accessing motor vehicle records only for the permitted DPPA and FCRA purposes.

Woodbury County
Client's Legal Name

Customer Number
(if an existing client)

7/2/15
Date

Mark A Monson
Signature

Mark Monson, woodbury county board of supervisors chairman
Print Name and Title

Please fax the signed Agreement page to ADP Screening and Selection to: (800) 237-4011 Attn: MVR Compliance
Or, scan and e-mail the signed Agreement to: sass.customer.support@adp.com.

V1012

301 Remington Street
Fort Collins, Colorado 80524
(P)888-606-7868
(F)800-237-4011

ADP SCREENING AND SELECTION SERVICES, INC.
CLIENT AGREEMENT FOR ACCESS TO TRANSUNION CREDIT REPORTS (THIS "AGREEMENT")

In order to obtain from ADP Screening and Selection Services, Inc. ("SASS") consumer credit reports ("Credit Reports") containing credit information as provided by TransUnion, the undersigned Client must certify and agree to the terms listed below as the "End User" of such Credit Reports. These terms are in addition to those terms and conditions to which Client agreed to as part of the SASS User Agreement, Sales Order, Terms and Conditions, and/or Client Ready Document (collectively, "Client Agreement"), including but not limited to, Client's agreement to comply with the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq. and all amendments thereto) ("FCRA"), and all applicable laws related to the use of consumer reports, as defined therein.

Client hereby agrees and certifies to the following:

1. Nature of Business.
   a. Client is a _____ (*insert nature of business, such as retail store, hospital, etc.*).
   b. Does this business operate out of a private residence? No _____ (*yes/no*).

2. Business Type. Client's business is a _____ (*insert type of business, such as sole proprietor, partnership, corporation, LLC, etc.*).

3. Permissible Purpose. Client has a permissible purpose for obtaining consumer reports, including but not limited to, Credit Reports, in accordance with the FCRA. The Client certifies its permissible purpose as (*initial the appropriate permissible purpose; **initial only one***):

   x____ In connection with an employment purpose (e.g., evaluation of individuals for employment, promotion, reassignment or retention as an employee) ("Credit Report for Employment Purposes").

   OR

   _____ In connection with a tenant screening application involving a consumer.

4. General Requirements. Client shall use the requested Credit Reports: (a) solely for the Client's certified use(s); (b) for no other purpose; and (c) solely for Client's exclusive one-time use. Client shall not request, obtain or use Credit Reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the Credit Reports. The Credit Reports shall be requested by, and disclosed by Client only to Client's designated and authorized employees having a need to know and only to the extent necessary to enable Client to use the Credit Reports in accordance with this Agreement. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Credit Reports on themselves, associates or any other person except in the exercise of their official duties. Client shall hold the Credit Report in strict confidence, and not disclose it to any third parties; provided, however, that Client may disclose the Credit Report to the subject of the report.

5. Employment Purposes.
   a. *Certification*. When requesting a Credit Report for Employment Purposes, Client certifies that:
      i. A clear and conspicuous disclosure is first made in writing to the consumer by Client before the Credit Report is obtained, in a document that consists solely of the disclosure that a Credit Report may be obtained for employment purposes;
      ii. The consumer has authorized in writing the procurement of the Credit Report; and
      iii. Information from the Credit Report for Employment Purposes will not be used in violation of any applicable federal or state employment opportunity law or regulation.

   b. *Client Restrictions on the Use of Credit Reports for Employment Purposes*. Certain states have enacted laws that restrict the use of credit reports for employment purposes. Those states include but may not be limited to, Washington, Oregon, Hawaii, Illinois, Maryland, Connecticut, Colorado, Nevada, Vermont, and California. In addition to the state law restrictions, the Equal Employment Opportunity Commission has scrutinized the use of credit reports by employers. Client should consult with its legal counsel to ensure that it is requesting, obtaining and using credit reports in compliance with all applicable laws. When placing each order for a credit reports from SASS, Client certifies that it is doing so in compliance with all applicable laws.

6. Adverse Action. Client further certifies that before taking adverse action based in whole or in part on a Credit Report for Employment Purposes, it will provide the consumer with:
   a. A copy of the Credit Report for Employment Purposes; and
   b. A copy of the consumer's rights, in the format approved by the Federal Trade Commission and/or the Consumer Financial Protection Bureau.

7. Tenant Screening Purposes. For those Clients that may receive a Credit Score as part of the tenant screening credit report being delivered, Client will request scores only for Client's exclusive use. (NOTE: Credit Scores are NOT available for employment purposes.) Client may store scores solely for Client's own use in furtherance of Client's original purpose for obtaining the scores. Client shall not use the scores for model development or model calibration and shall not reverse engineer the score. All scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (a) to those employees of Client with a need to know and in the course of their employment; (b) to those third party processing agents of Client who have executed an agreement that limits the use of the scores by the third party to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (c) when accompanied by the corresponding reason codes, to the consumer who is the subject of the score; or (d) as required by law.

8. Record Retention and Disposal Requirement. Client will maintain copies of all written consumer authorizations for a minimum of five (5) years from the date of inquiry. Client will properly dispose of consumer information after the appropriate retention of records has been met.

9. Physical Site Inspection Requirement.
   a. Except as set forth below, and prior to any credit reports being ordered, a site inspection must be performed at the Client's principal place of business. SASS uses a third party vendor, TrendSource, to conduct the required physical site visit inspections. A representative from TrendSource (or its successor) will spend approximately 15-30 minutes at Client's business to perform the onsite inspection, which may include but is not limited to viewing and/or photographing exterior signage, interior workspace, file cabinets, and marketing materials. A $60 fee, or the prevailing site visit fee at the time, for the cost of the site visit will be billed by SASS to Client. The TrendSource representative will furnish proper identification (e.g., driver's license) upon request. The Client representative must sign and provide his/her position title on the inspection form as part of the site visit. Upon completion of the site visit,

SASS will review all information and determine, in its sole discretion, whether to grant Client access to credit reports.

b. Site inspections are not required for a Client who:

i. Is a publicly held company under the regulatory authority of the US Securities and Exchange Commission. To qualify, Client must provide documentation from www.sec.gov/edgar.

ii. Is under the regulatory authority of any agency listed in Section 621 (b) (1, 2, or 3) of the FCRA, 15 U.S.C. § 1681s(b), as outlined below. To qualify, Client must provide documentation from the appropriate regulatory authority.

1. Section 8 of the Federal Deposit Insurance Act [12 U.S.C. § 1818], in the case of:

A. National banks, and Federal branches and Federal agencies of foreign banks, by the Office of the Comptroller of the Currency;

B. Member banks of the Federal Reserve System (other than national banks), branches and agencies of foreign banks (other than Federal branches, Federal agencies, and insured State branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25(a) [25A] of the Federal Reserve Act [12 U.S.C. §§ 601 et seq., §§ 611 et seq], by the Board of Governors of the Federal Reserve System; and

C. Banks insured by the Federal Deposit Insurance Corporation (other than members of the Federal Reserve System) and insured State branches of foreign banks, by the Board of Directors of the Federal Deposit Insurance Corporation;

2. Section 8 of the Federal Deposit Insurance Act [12 U.S.C. § 1818], by the Director of the Office of Thrift Supervision, in the case of a savings association the deposits of which are insured by the Federal Deposit Insurance Corporation; or

3. The Federal Credit Union Act [12 U.S.C. §§ 1751 et seq.], by the Administrator of the National Credit Union Administration [National Credit Union Administration Board] with respect to any Federal credit union;

iii. Is approved by the Internal Revenue Service as a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code, 26 U.S.C. § 501(c)(3). Client must provide a copy of the tax-exemption certificate.

c. For clients subject to the site visit requirement, a new site visit will be required if the client's location changes. Client agrees to pay the prevailing rate of the site visit at the time a new site visit is required.

d. To schedule the physical site inspection, please provide the contact information and exact address for Client's principal place of business:

Primary Contact Name _____ Phone No.(including ext.) _____
Alternate Contact Name _____ Phone No.(including ext.) _____
Primary Contact Email: _____
Alternate Contact Email: _____
Street Address (including suite and/or building no.) _____
_____
City, State, Zip _____
Client Website Address: _____

10. Credit Report Requirement. If the Client is a sole proprietor or partnership, TransUnion requires SASS to obtain a copy of the owner's or partners' personal credit report(s), as well as a copy of a government issued photo identification. Client agrees to pay for the cost of the credit report if applicable.

Owner or Partner Legal Name: _____
Owner or Partner DOB: _____ Owner or Partner SSN: _____-_____-_____

By signing below, the above stated owner or partner is supplying written consent for SASS to obtain a credit report on said owner or partner as part of TransUnion's credentialing program for granting access to consumer credit reports for employment or tenant purposes (as marked in Section 3 above).

Signature of Owner or Partner: _____

11. Term and Termination. This Agreement shall remain in effect until termination of the Client Agreement or as otherwise provided herein. SASS may terminate this Agreement at any time and for any reason upon notice to the Client.

12. Penalties. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO (2) YEARS, OR BOTH.

13. Restricted Businesses for Credit Access: By signing this Agreement, Client acknowledges that it is NOT one of the following business types:

adult entertainment service of any kind; asset location service; attorneys or law firms (except attorneys who use reports solely for employment purposes); bail bond companies (unless licensed by the state in which they are operating); child location service (locates missing children); credit counseling services; credit repair clinic; dating service; financial counseling (except a registered securities broker); foreign company or agency of a foreign government (non-us); genealogical or heir research firm; law enforcement agency (except law enforcement agencies who use reports solely for employment purposes); massage service; news agencies or journalists; pawn shop; private detective; detective agency or investigative company; repossession company; subscriptions (magazines, book clubs, record clubs, etc.); tattoo services; time share company (except financers of time shares); businesses which operate out of a residence; weapons dealer seller or distributor; or a reseller.

By signing this Agreement, Client, by its duly authorized representative, agrees to be legally bound by the terms and conditions contained herein and certifies that the information provided is true and correct. Client understands that it is limited to accessing TransUnion Credit Reports only for the business and permissible purpose indicated on this Agreement. IF CLIENT'S LOCATION, OWNERSHIP, CONTROL OR INTENDED USE OF CREDIT REPORTS CHANGES, CLIENT MUST PROMPTLY NOTIFY SASS, AND MAY BE REQUIRED TO SIGN A NEW CLIENT AGREEMENT TO ACCESS CREDIT REPORTS, AND OBTAIN APPROVAL FROM SASS BEFORE CREDIT REPORTS MAY BE OBTAINED.

Woodbury County
Client Business Legal Name

_____
Customer Number
(if an existing client)

10-13-2014
Date

Signature

Mark Monson, Woodbury County Board Chairman
Print Name and Title

V04.04.14

INSTRUCTIONS: Please e-mail or fax the signed Agreement to ADP Screening and Selection Services along with a current copy of one of these documents: business license, sales tax license, completed and signed W-9 form, FEIN form from the Internal Revenue Service, or sales tax exemption certificate to:

Via email to: sass_customer_support@adp.com or via facsimile to: 800-237-4011 Attn: SASS Customer Support

ADP Screening and Selection Services

Account Change Form

Sign and fax to Bryan Nicholson@ 800-237-4011

This quote is valid for 90 days from the date below.

Customer Number :	**Date : 07/21/15**
Contact Person : Ed Gilliland	**ADP Associate : Bryan Nicholson**
Company name : WOODBURY COUNTY	**Employee Count : 400**

CURRENT Products and/or Packages	**CURRENT Pricing**

NEW Products and/or Packages	**NEW Pricing**
Additional Information and Services	$0.00
-Implementation fee	
Substance Abuse Test	
NDOT Lab Based Urine Drug Testing	
-5 Panel	* LabCorp Network PSC : $30.25
	Quest Network PSC : $33.50
	Preferred 3rd Party Network PSC : $45.00
	Extended 3rd Party Network PSC : $57.50
Instant Urine Drug Testing	* LabCorp RADAR 5 Panel Test : $31.00
	eCup 5 Panel Test Preferred Network : $31.25
	eCup 5 Panel Test Extended Network : $41.50
	* Estimate Value based on Primary Lab indicated
Screening Packages and Products	
Package 1 : New Hire 1 + Federals	$45.50 per person screened
-SSN DM Search	
-Smart Scan	
-Up to 10 County Criminal Court Record(s)	
-Up to 10 Federal Criminal	
Package 2 : New Hire 2 + Federal	$32.00 per person screened
-SSN DM Search	
-Smart Scan	
-Up to 3 County Criminal Court Record(s)	
-Up to 3 Federal Criminal	
A La Carte Items	
-(1) Federal Criminal	$5.00 per person screened

ADP Screening and Selection Services

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Instant Urine Drug Testing	* LabCorp RADAR 5 Panel Test : $31.00
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	eCup 5 Panel Test Extended Network : $41.50
	* Estimate Value based on Primary Lab indicated
Screening Packages and Products	
Package 1 : New Hire 1 + Federals	$45.50 per person screened
-SSN DM Search	
-Smart Scan	
-Up to 10 County Criminal Court Record(s)	
-Up to 10 Federal Criminal	
Package 2 : New Hire 2 + Federal	$32.00 per person screened
-SSN DM Search	
-Smart Scan	
-Up to 3 County Criminal Court Record(s)	
-Up to 3 Federal Criminal	
A La Carte Items	
-(1) Federal Criminal	$5.00 per person screened

NOTICE: The adjustments above reflect package, product and pricing changes only. The original "User Agreement with Standard Terms and Conditions" will still apply.

The above pricing is inclusive of state, county and clearinghouse fees - with the following exception: A $65 state surcharge applies when ordering some criminal searches from New York. Misdemeanor records are not available in all U.S. counties. A $2.50 fee will apply if ADP must look up the phone number for employment, education, personal or credential verifications. International reference verifications will be subject to an additional $16 surcharge. Additional setup fees up to $160 may apply if access to credit reports is required. Quoted prices are subject to change without notice. State sales tax may apply. Additional setup fees and steps for compliance may apply.

Client Authorized Signature(s)	Printed Name	Title	Date
Mark A Monson	MARK A. monson	Chair Board of Supervisors	8-5-15

ADP Authorized Signature	Printed Name	Title	Date
	Andy Spriggs	General Manager	

Pembrooke
Customized employment screening solutions

2301 N. Parham Road, Suite 5
Richmond, VA 23229
804-346-1010

CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is entered into as of the _____day of_____, 20___ by and between Pembrooke Occupational Health, Inc., a Virginia corporation and a subsidiary of eScreen, Inc. ("Pembrooke") and the Client whose name is subscribed below (hereinafter referred to as "Client").

1. Introduction.

Pembrooke is a provider of drug testing services, as described in this Contract.

ADP, LLC., a Delaware Limited Liability Company ("ADP") has entered into an agreement with Pembrooke which enables ADP's background screening clients to purchase drug testing services from Pembrooke at rates established by ADP.

Client is a background screening customer of ADP who desires to purchase drug testing services from Pembrooke, pursuant to Pembrooke's agreement with ADP.

In mutual consideration of the promises and conditions set forth herein, the parties agree as follows:

2. Pembrooke's Services. Pembrooke will provide the following drug testing services ("Services") to Client:

A. Setup. Pembrooke will select collection sites, provide required information to laboratories, and configure Pembrooke's internal data management system to maintain the account.

B. Collection Sites. Pembrooke will contract directly with collection sites and work with them to ensure that all tests are collected accurately and are performed in accordance with applicable laws and/or regulations. Pembrooke will pay collection sites in a timely manner.

C. Laboratories. Pembrooke will:
   i. Assume responsibility for the overnight transportation of all specimens to the designated NIDA/SAMHSA certified laboratory;
   ii. Manage the relationship with the laboratories that conduct testing for Client;
   iii. Work with laboratories to rectify, to the Client's satisfaction, any problems or complaints that may arise; and
   iv. Pay the laboratories in a timely fashion, using a reconciliation process that electronically matches laboratory invoices with specimen test results. Pembrooke will immediately pay all reconciled invoices, and send those that remain unmatched to an investigation file to be promptly researched.

D. MRO Service. Pembrooke will provide Medical Review Officer ("MRO") services in compliance with all applicable federal and state laws and regulations. Such services will include:
   i. Interpreting drug test results that the laboratory has identified as adulterated, substituted, or invalid;
   ii. Determining if positive drug test results indicate prescription medicine use or have other alternative medical explanations;
   iii. Reviewing applicable forms for possible errors; and
   iv. Providing feedback to Client, collection sites, laboratories, and federal agencies, where necessary.

E. Medical Services. Pembrooke will configure system for client to order medical services offered by eScreen Inc. and view such medical service results.

F. Miscellaneous Administration. Pembrooke will provide Client with access to:
   i. Customer service representatives who are trained in substance abuse testing management and who are available to answer questions (via telephone or e-mail) in a prompt and courteous manner.
   ii. A representative who is well versed in federal and state laws/regulations relating to drug testing.

3. Fees. Fees for the Services are listed in Statement of Terms and Conditions for Screening and Selection Services (the "ADP Agreement"), which fees, billing and payment terms are incorporated herein by reference.

4. Billing.

A. Client authorizes Pembrooke to invoice ADP for the Services provided to Client under this Contract.

B. Client understands and agrees that as long as Client is receiving background screening services through ADP and the ADP-Pembrooke agreement is in effect, ADP will serve as Pembrooke's billing agent and ADP will send Client a consolidated bill that includes both background screening fees and fees for the Services provided by Pembrooke.

C. Client agrees to pay ADP, in accordance with the ADP Agreement, for the Services provided under this Contract, and Client authorizes ADP to remit payment to Pembrooke, on behalf of Client, for such Services.

D. Pembrooke agrees to look solely to ADP for payment of any fees for Pembrooke's Services that are included in ADP's consolidated bill.

E. If Client stops purchasing background screening services from ADP, or if the partnership between ADP and Pembrooke is terminated, Pembrooke will continue to provide Services to Client pursuant to the terms of this Contract, except that Pembrooke will invoice Client directly for the Services, and invoices will be payable to Pembrooke, instead of ADP.

F. If Client fails to timely pay any invoice from ADP for Pembrooke's Services, Pembrooke may decline Services to Client until such default has been cured.

5. Term of Contract. This Contract will exist for an initial period of one (1) year from the effective date set forth above, and unless sooner terminated pursuant to the terms hereof, will automatically renew for successive periods of one (1) year.

6. Termination.

A. Either party may cancel this Contract on thirty (30) days written notice to the other party.

B. If a party has violated any law or regulation regarding the performance of this Contract, the other party may terminate the Contract immediately upon written notice.

C. If a party is in material breach of this Contract and fails to cure the breach within thirty (30) days after written notice, the other party may immediately terminate this Contract.

D. Termination of this Contract shall not affect Client's obligation to pay for proper charges incurred prior to termination.

7. Indemnification.

A. Pembrooke agrees to defend, indemnify and hold Client harmless from all costs, losses and damages, including without limitation reasonable attorneys' fees, arising out of any (i) negligent acts or omissions of Pembrooke, (ii) violation of laws or regulations by Pembrooke or (iii) breach of this Contract by Pembrooke.

B. Client agrees to defend, indemnify and hold Pembrooke harmless from all costs, losses and damages, including without limitation reasonable attorneys' fees, arising out of any (i) negligent acts or omissions of Client, (ii) violation of laws or regulations by Client or (iii) breach of this Contract by Client.

C. In the event an indemnified claim is made, the indemnified party shall give the indemnifying party prompt written notice of any claim if the indemnified party learns of the same, and shall provide the indemnifying party with all reasonable information and assistance. The indemnifying party shall have the right, at its sole expense, to direct and control the defense and/or settlement of any such claim, but the indemnified party shall have the right to monitor the case or claim through its own counsel and at its own expense, and to approve any settlement that does not include a full and unconditional release of the indemnified party.

D. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS CONTRACT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

8. Entire Contract. This Contract constitutes the entire understanding and agreement between the parties concerning its subject matter. The Contract supersedes all prior, contemporaneous or subsequent oral communications between the parties with respect to its subject matter. This Contract may only be amended or modified in a writing signed by all parties; provided, however, that:

A. As long as Client continues to purchase background screening services from ADP, the billing provisions of this Contract may not be amended without the prior written consent of ADP; and

B. As long as the partnership between ADP and Pembrooke remains in effect, the provisions related to fees for Pembrooke's Services may not be amended without the prior written consent of ADP.

9. Notices. All notices under this Contract shall be given in writing by (i) first class mail, postage prepaid, (ii) personal delivery, (iii) overnight courier or (iv) by email (only with proof of delivery and followed with a hard copy delivered by one of the other authorized methods) to the addresses set forth below or to such other addresses as a party designates in writing. Notices shall be deemed effective on the date of receipt. If to Pembrooke or to Client, to the addresses set forth on the signature page hereto. A copy of any notice related to Sections 3, 4, 6, 7 or 12 shall also be delivered to ADP at:

ADP Screening and Selection Services
Attn: Compliance Department Manager
301 Remington
Ft. Collins CO, 80524
800-367-5933

10. Confidential Information. Unless otherwise agreed in writing between the parties, any proprietary information that may be disclosed by one party to the other in the course of this Contract shall not be used, reproduced or disclosed by the receiving party to a third party without the express written consent of the disclosing party. Notwithstanding the foregoing, Client agrees that Pembrooke may communicate to ADP the Services ordered and the results of Client's drug tests.

11. Use of Marks. Each party acknowledges and agrees that it neither acquires, nor can it convey, any right, title or interest in and to the other party's trademarks, services marks, trade names, logos, copyrights, intellectual property rights or any other asset used to identify and distinguish the other party's goods, services or business, as they exist today and as they may be amended or expanded in the future, all of which shall be collectively referred to herein as the "Marks." Each party must review and approve in writing, prior to use or publication, any and all use of the other's Marks. Upon termination of this Contract, each party shall immediately discontinue the use of the other's Marks.

12. Assignment. No party shall assign, transfer, convey or otherwise dispose of its right, title or interest in this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, upon written notice, either party may assign this Contract to a successor to its business or to all or substantially all of its assets, or to a firm that controls, is controlled by, or is under common control with the party. This Contract shall be binding upon and inure to the benefit of the parties and their successors and permitted assignees.

13. Force Majeure. The obligation of either party to perform under this Contract shall be excused during each period of delay caused by matters beyond such party's reasonable control, including without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood, storm, or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.

14. Severability. The terms and conditions of this Contract are severable. If any term or condition of this Contract is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, the term or condition that is held to be illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties.

15. Effect of Waiver. Failure by a party to enforce any provision of this Contract shall not be deemed a waiver of that provision or of any other provision of this Contract.

16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without respect to its choice of law provisions. The parties further agree that any claim brought under this Contract shall be filed and maintained only in a court in the Commonwealth of Virginia.

17. Survival. Provisions of this Contract that, by their nature, survive the termination or expiration of this Contract, shall so survive.

18. Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one and the same instrument.

Agreed to by the parties as evidenced by the signatures below of their authorized representatives.

PEMBROOKE OCCUPATIONAL HEALTH, INC.	Woodbury County
	Client Full **Legal** Name
2301 N. Parham Road, Suite 5	620 Douglas Street, Courthouse
Address	Address
Richmond, Virginia 23229	Sioux City, Iowa 51101
City/State/Zip	City/State/Zip
Corporation/Virginia	County Government
Type of Entity/State of Incorporation	Type of Entity/State of Incorporation
	Mark A Monson
Signature	Signature
Christopher Tarpey	Mark Monson
Printed Name	Printed Name
Chief Executive Officer	Woodbury County Board of Supervisors Chairman
Title	Title
	6-23-2015
Date	Date