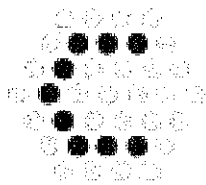


SARS CoV-2 Real-Time PCR Testing for Lancaster County

Statement of Work

Clarity Labs



Clarity**Labs**

Testing for Better Health

PREPARED BY:

Clarity Laboratories, LLC

CONTACTS: Mandeep Gill

220 Davidson Ave, Ste 104 Somerset, NJ 08873

TEL: 732-595-5414

FAX: 732-595-5415

DATE: May 11 2020

Statement of Work: SARS-CoV-2 RT PCR Testing for Lancaster County

Goal: To increase testing for the purpose of

The word

Testing
Up to \$ 803,000
Consultative & Trans Service
Facilities
Up to \$ 1.05,000
Clarity & Viron

ire
th Ed
taff throughout
ng portal
\$4,000 for bi-directional

- * Clarity will bring Phlebotomist, Nasopharyngeal Swabs, Personal Protective Equipment, Requisitions, and Printers to complete all work
- * Clarity Labs personnel will take all collected samples back to lab at the cessation of testing
- * Lab will have resident reports ready within 24 to 48 hours after receipt into Clarity Laboratory headquarters in Somerset, NJ

Timeline

- *Clarity Labs will need 1 week to complete integreation with public-facing portal
- *Staff, supplies, PPE, Swabs, and other laboratory essentials are available immediately
- *Turn-around-time for COVID-19 RT PCR testing is 24 to 48 hours after receipts of the sample in the laboratory (samples will be returned to lab same day)

Costs and Fees

Proposed Investment:

- Public-Portal Integration \$ 2500- \$5000 (Would be covered by Clarity Labs)
- Lab Supplies, PPE, Transportation \$0 Covered by Clarity Labs
- SARS-CoV-2 RT PCR Testing \$ 100.00
- Phlebotomist Collection Costs \$0 cost

***Total Cost is dependent on how many tests are being rendered**

By signing below, the parties agree to the terms and conditions outlined in this Statement of Work.

Approval: Clarity Labs

_____ Date: _____

Approval: Lancaster County

_____ Date: _____

CLINICAL LABORATORY SERVICES AGREEMENT

This agreement ("Agreement") is between **Eurofins Viracor, Inc. ("Viracor")** and **Client #__Lancaster County Office of Aging, _____ ("Client")**. The Agreement is effective as of the first day of the month following the date of signature by both parties ("Effective Date") provided the Agreement is received by Viracor prior thereto. Pricing included in **Exhibit A** will expire on **October 1, 2020**, unless the Agreement is executed by both parties on or prior to that date.

Effective Date; Term

The initial term of this Agreement shall start on the Effective Date and expire twelve (12) months or one (1) year (the "Initial Term") from the Effective Date. This Agreement may be renewed for successive one-year periods (each renewal period is hereafter referred to as a "Renewal Term") upon written agreement of both parties. (The Initial Term and all Renewal Terms, if any, collectively are referred to as the "Term.") Either Party may terminate this Agreement (i) with or without cause upon thirty (30) days' written notice to the other party; (ii) effective immediately upon written notice, if the other Party files a petition or is subject to an involuntary petition filed against it under the U.S. Bankruptcy Code, or any successor statute, or (iii) if the other Party is in breach of this Agreement, and such breach remains uncured for a period of thirty days (fifteen days in the case of failure to make payment when due) following written notice of such breach.

Reference Laboratory Services

The clinical laboratory testing services covered in this Agreement ("Reference Laboratory Services") will be as set forth in **Exhibit A**, attached hereto, which may be amended from time to time by Viracor. During the Term, VIRACOR agrees to perform the Reference Laboratory Services requested by Client in a manner consistent with professionally recognized standards of health care.

Collection Kits

As part of the Reference Laboratory Services, Viracor will provide the specimen collection kits, in the amount and the type specified in the applicable order, to be delivered to designated locations and used at specific draw sites. Client will only use these collection kits to order Reference Laboratory Services from Viracor. Collection kits shall not be used to send specimens to other third party laboratories.

Specimen Collection

Viracor will arrange for an authorized healthcare provider to collect the specimens at designated draw sites at designated draw times.

Pricing

VIRACOR agrees to charge, and Client agrees to pay, the pricing amounts set forth in Exhibit A for all Reference Laboratory Services provided under this Agreement. The fees set forth in Exhibit A shall remain fixed during the Initial Term, except that VIRACOR may adjust the fees as a result of annual pricing reviews conducted for tests that undergo reagent cost increases or methodology changes. Sixty days before the end of the Initial Term or any renewal Term, Viracor may review and adjust the pricing amounts set forth in Exhibit A, and such adjustments shall be effective as of the first date of the subsequent Renewal Term. In addition, on each anniversary of the Effective Date, Client or Viracor may renegotiate the Agreement on a prospective basis if Client's annual testing volumes substantially decrease, as measured over the preceding twelve (12) months. This right may only be exercised by giving written notice to the other party within thirty (30) days following the Effective Date.

Ordering Tests and Shipping Specimens

Client may order Viracor tests by one of three methods:

1. Complete a Viracor Test Request Form and include it with each specimen shipped to Viracor. Viracor will provide Client with Personalized Test Request Forms. Client will be responsible for all tests ordered via such Customized Test Request Forms.

2. Access Viracor's web-based ordering and reporting system.
3. Complete the spreadsheet form provided by Viracor.

In each case, specimens should be shipped according to Viracor's specimen requirements in the shipping materials provided by Viracor. Viracor and Client will work together to coordinate a specimen shipping arrangement with FedEx. The cost of shipping will be the responsibility of Viracor. Viracor may, in its sole discretion, discontinue paying for shipping costs if Client testing volumes decrease significantly as determined by Viracor. Shipping services provided by Viracor may vary by client location.

Payment Terms; Billing

Viracor will invoice Client for services provided. Payment shall be due within thirty (30) days of the invoice date. If full payment is not made within 30 days of the invoice date, Viracor may, in its sole discretion, charge for all services, starting on the date of delinquency, at its standard pricing in lieu of the discounted pricing stated on Exhibit A until the account is no longer delinquent.

Test Orders by Licensed Healthcare Professional

Viracor requires that for all requisitions submitted for any applicable Reference Laboratory Services will be from a licensed healthcare professional in accordance with state and federal laws.

Test Results

Viracor will provide specimen test results, in the form agreed upon by the parties, to Client consistent with Viracor's testing schedules set forth in Viracor's test directories, as applicable, as in effect as of the Effective Date. Viracor may modify or adjust its testing schedules as needed.

Specimens That Cannot Be Tested

A specimen cannot be tested if it is not the appropriate specimen for the Testing Services, e.g. the specimen does not meet the specimen collection requirements specified in Viracor's directory of services, the quantity is not sufficient (QNS), the specimen has arrived too late to test for time-sensitive specimens or the specimen integrity is questionable. If Viracor receives, from Client, a Specimen That Cannot Be Tested, Viracor will notify Client via a report of the reason for not performing the requested testing. If Client instructs Viracor to perform the Testing Services with a disclaimer, Client will be responsible for paying for Testing Services performed on that specimen.

Confidentiality

Viracor shall keep confidential and not use or disclose to others during the Term of this Agreement or after its termination or expiration, except as expressly agreed to by Client in writing or as required by law, the terms of this Agreement or any Client confidential information or technology, which shall include, but not be limited to policies and procedures relating to Client, patient lists, payor lists or trade secrets of Client or any information that a reasonable person would understand, under the circumstances of its disclosure, to be confidential ("Confidential Information"). Viracor agrees that upon termination or expiration of this Agreement, or upon any employee leaving employment or a contract arrangement with Viracor, neither Viracor nor any employee shall take or retain, without prior written consent from Client, any Confidential Information in any form or format. Viracor shall be able to retain electronic records of Client information that are not reasonably able to be deleted upon the termination or expiration of this Agreement; however, if any such electronic records are retained, Viracor shall be subject to the provisions of this confidentiality section for the length of such retention. Viracor further agrees that if any restriction contained in this section is held by any court to be unenforceable or unreasonable, a lesser restriction shall be enforced in its place and remaining restrictions contained herein shall be enforced independently of each other. Both Viracor and Client shall keep the terms of this Agreement confidential.

Compliance with Laws

During the Term of this Agreement, each of the parties shall comply with all laws and regulations applicable to performance of its obligations under this Agreement including, without limitation, the Clinical Laboratory Improvement Amendments; all federal and state fraud and abuse and self-referral laws; all laws pertaining to confidential patient information, laboratory

services billing, marketing and sales, and specimen packaging and transport; and any applicable standards for laboratories participating in federally funded healthcare programs. Viracor represents and warrants that it is not now nor has it ever been sanctioned, debarred, suspended, or excluded from participation in any federally funded health care program, including Medicare or Medicaid. Viracor shall notify Client of any adverse action relating to its license, permit, certification or right to receive reimbursement from any federally funded health care program, including Medicare and Medicaid. Client represents and warrants that all orders for laboratory services sent to Viracor have been accepted only from authorized individuals.

Mutual Indemnification

Viracor agrees to indemnify, defend, and hold harmless Client and its officers, directors, employees, agents (collectively the "Representatives") from and against any third party: claims, liabilities, costs, damages, suits, actions, debts, charges, and expenses (including reasonable attorneys' fees, court costs and any amount paid in settlement) ("Claims") that Client or its Representatives shall or at any time may sustain to the extent caused by the gross negligence or willful misconduct of Viracor or Viracor Representatives; provided, however, that Viracor shall not be liable for any Claims to the extent attributable to the negligence or willful misconduct of the Client or Client Representatives.

Client agrees to indemnify, defend, and hold harmless Viracor and its Representatives from and against any and all Claims that Viracor or its Representatives shall or at any time may sustain to the extent caused by the gross negligence or willful misconduct of Client or Client Representatives; provided, however, that Client shall not be liable for any Claims to the extent attributable to the negligence or willful misconduct of Viracor or Viracor Representatives.

Warranty; Remedies.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VIRACOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH ITS PERFORMANCE OF SERVICES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, VIRACOR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In the event that any services are improperly or inadequately performed by Viracor, Client's sole remedy, and Viracor's sole obligation, with respect to such deficient Services shall be for Client to either: (i) require Viracor to re-perform such improper or deficient Services, at no additional charge to Client, or (ii) request a refund of all amounts paid to Viracor for such improperly or inadequately performed Services.

In no event shall either party be responsible for any indirect, consequential, incidental, punitive or special damages (including, without limitation, damages for lost profits or revenue, loss of use, business interruption, loss of information, or for the procurement of substitute services) of the other party or of any third party, even if such party has been advised of the potential for such damages and whether such damages arise in contract, negligence, tort (including death or personal injury), under statute, in equity, at law or otherwise. In no event shall either party be liable pursuant to this Agreement for any amount that exceeds, in the aggregate, Five Hundred Thousand (\$500,000) USD.

Licensure; Intellectual Property Rights

Each of the parties shall comply with all applicable licensing, certification and accreditation standards and requirements. Each party shall provide documentation of such credentials upon the other party's request. Viracor hereby represents and warrants that Viracor either owns, and will continue to own, all patents and other intellectual property rights necessary and appropriate to perform the Reference Laboratory Services, or holds, and will continue to hold, valid licenses to such patents and other intellectual property rights. Client recognizes Viracor's intellectual property rights in and ownership of its ImmuKnow assay. No right, title, interest or license in and to ImmuKnow is conveyed by this Agreement, and Viracor retains all right, title, interest and ownership in and to ImmuKnow. Client covenants that it will not utilize Viracor's testing results related to ImmuKnow for the evaluation, validation, reverse engineering or certification of a competing test, kit, product or service without Viracor's prior written consent.

No Inducement

This Agreement has been negotiated in good faith through arm's-length negotiations. The Parties acknowledge and agree that no benefits to Client hereunder are intended to induce, require, or are in any way contingent upon the recommendation, referral, or any other arrangement for the provision of any item or service offered by Viracor or any affiliate thereof. None of the activities contemplated under this Agreement, or otherwise, will constitute obligations of Client to refer business to Viracor or to recommend or otherwise arrange for the referral of business to Viracor. Further, there is no intent for Client to generate, nor is Client being compensated to generate, business for Viracor, nor is there any intent to interfere with an individual's right to choose his or her own health care provider, or with a physician's medical judgment regarding the ordering of any items or services.

HIPAA Requirements

Each of the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Each of the parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.

Independent Contractors

For purposes of this Agreement, Viracor and Client are independent contractors. Each is solely responsible to select, engage and discharge its employees and other personnel, to determine and pay their compensation and benefits, and otherwise to direct and control their services and determine all matters.

Force Majeure

Any acts of God or other causes beyond the reasonable control of a party (and which do not arise out of a breach by a party of its obligations hereunder) which prevent a party from fulfilling its duties as set forth herein shall not constitute a breach of this Agreement by such party and will operate to suspend the obligations of such party during the period required to remove such cause. A party whose obligations are so suspended will notify the other promptly of the occurrence of any such event and will use its best efforts to minimize the duration and disruption of any such event.

Superseding Agreements

This Agreement will supersede any previous Agreements pertaining to Viracor's services between Client and Viracor.

Use of Name and Press Releases

Upon prior review and written approval, each Party will grant the other Parties permission to use its name and associated logo in a mutually agreeable format.

Complete Agreement

This Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by both parties. This Agreement supersedes any and all earlier oral or written understandings or agreements between the parties.

Successors and Assignment

This agreement shall be assignable only to affiliates under the direct control of or under common control with each party or to a successor organization of all or substantially all of the assets of the assigning entity. Any other assignment shall require the approval of the other party, such approval not to be unreasonably withheld.

Severability

The invalidity or unenforceability of any section of this Agreement shall not affect the enforceability of any other section, and this Agreement shall be construed in all respects as if such invalid or unenforceable section were omitted, unless such an interpretation would be contrary to the intent of the parties.

Dispute Resolution

The parties shall endeavor to resolve any dispute arising out of or relating to this Agreement first by face-to-face meeting(s) within thirty (30) days of the identification of the dispute, and thereafter by mediation under the CPR Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of

COCCIARDI and Associates, Inc.

Risk & Safety Management • Environmental Health
Emergency Preparedness • Safety Engineering
Consulting and Training

May 8, 2020

Mr. Edwin Hurston
Lancaster County COVID-19 Coordinator
150 N. Queen Street
Lancaster, PA 17603

RE: Proposal of Services
Nursing Home Safety and Health (COVID-19) Services
Cocciardi and Associates, Inc. Proposal #200318

Dear Mr. Hurston:

Thank you for requesting information concerning Cocciardi and Associates, Inc. (Cocciardi) capabilities and services relative to nursing home safety and health (COVID-19) in Lancaster County, Pennsylvania. As you are aware we have worked with both the Pennsylvania Department of Health and county/local agencies in the recent COVID-19 containment efforts. We have most recently worked with the City of Philadelphia, Mayor's Office of Emergency Management (OEM) to develop and maintain (including shift work) the Alternate COVID-19 Surge site at the Liacouras Center – Temple University. Peripherally, I have been involved since the beginning of this effort with the U.S. Public Health Service, and have managed the health and safety operations at HHS Quarantine, Isolation and Alternate Care Sites, as well as both cruise ship evacuations. I feel our group is well qualified to provide services to Lancaster County.

The individual identified to lead this project as Project Manager (PM) is Dr. Tim Davis, MD, MPH. Dr. Davis has also been involved in many recent Pennsylvania sites, including some South Central Pennsylvania nursing facilities. He performs intermittent work for the U.S. Public Health Service during these events. Dr. Davis is a graduate of the CDC Epidemiological Investigation Service (EIS) and former USAF Preventative Medicine Officer. He finished his career with the USPHS as the Chief Medical Officer for the ASPR-National Disaster Medical System.

Understanding of the Problem:

Licensed Nursing Facilities and/or Alternate Care sites have typically low acuity patients, requiring standard medical activities and precautions. During the COVID-19 crisis, tasks must be performed utilizing PPE that is typically not used in these facilities. Additionally, due to the etymology of the virus, both occupational health and behavioral health questions occur for staff and management. Solutions involve the rapid assessment of the environment, discussion of infection control practices and "coaching" of staff in PPE use and maintenance. Additionally, behavioral health needs present, due to the mortality rate of those infected and the potential for transmission to staff.

PROPOSAL OF SERVICES:

To rapidly address concerns identified above, Cocciardi proposes a two-fold approach:

1. Organization of Teams for on-site assessment and identification of needs, under the direction of the PM. These teams consist of a medical/infection control practitioner, a PPE-Logistics Specialist and a Behavioral Health Specialist. For 30 sites, a complete review of all sites may be accomplished in as little as two weeks, depending upon scheduling restrictions.

Cost:

- Small Facilities (i.e., under 75 staff): \$2,800.00 per facility
- Large Facilities (i.e., over 75 staff): \$3,800.00 per facility

Note: The same team composition will be provided for each site.

A written report will be completed at the end of each visit; however recommendations (i.e., ongoing technical assistance) will be implemented immediately.

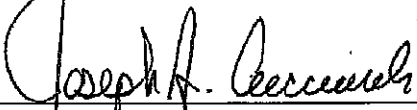
2. Ongoing technical assistance (e.g. behavioral health activities during shift changes), assistance with PPE calculation and ordering etc. This may include the provision of traceback services under the direction of the PM (Epidemiologist) or the training of others at the county or facility level to perform these services.

Cost: Per attached standard Rate Sheet.

Note: Ongoing technical assistance services are typically performed at the Safety, Health and Environmental Specialist level and billing occurs only for hours actually spent on-site, or assigned follow-up activities.

Please feel free to contact me if any additional information is necessary. CV for Dr. Davis and myself are attached.

Sincerely,



Joseph A. Cocciardi, PhD, MS, CSP, CIH, REHS/RS
Chief Executive Officer
Cocciardi and Associates, Inc.

Attachments: Cocciardi and Associates, Inc. Rate Sheet and Terms and Conditions
CV (Joseph A. Cocciardi, PhD, MS, CSP, CIH, REHS/RS)
CV (Timothy Davis, MD, MPH)

cc: File

If you agree with these terms and conditions, and wish to schedule these services, please sign below and return this proposal. This signed proposal will constitute a binding contract between both parties. Any changes, additions, stipulations or deletions, including corrective lining out by either party will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other. Please note, a finance charge of one and one-half (1.5) percent per month (annual rate of 18%) will be added to any account balance which remains outstanding for more than THIRTY (30) DAYS from the date balance is first invoiced. **All invoices will be sent electronically to the email address supplied below.**

_____	_____	_____
Print Name	Signature	Date

Purchase Order #: _____

Billing email: _____

Billing address: _____

(if hard copy of invoice is required)

COCCIARDI and Associates, Inc.

Risk & Safety Management • Environmental Health
Emergency Preparedness • Safety Engineering
Consulting and Training

CONTRACT CURRENT STANDARD BILLING RATES (PERSONNEL) (Revised 1/9/2019)

Principal	\$295/hour
Senior Safety, Health & Environmental Professional	\$195/hour
Senior Professional - Engineering	\$165/hour
Safety, Health & Environmental Professional	\$140/hour
Project Manager - Engineering	\$125/hour
Safety, Health & Environmental Specialist	\$115/hour
Safety, Health & Environmental Technologist	\$ 90/hour
Clerical	\$ 55/hour

NOTES

- Rates cover time up to a 10 hour day. Hours between 10 and 16 hours per day and emergency response work will be charged at 1.5x.
- Days in excess of 5 per week and weekend work will be charged at 1.5x.
- Training fees are charged per **Cocciardi and Associates, Inc.**, standard fee schedule (training).
- Equipment fees:

<u>Minor Equipment:</u>	\$ 50/day	<u>Major Equipment:</u>	\$100/day
	\$200/week		\$400/week
- Subcontractor Fees: Actual Expenses Plus 20%
- Laboratory Fees: Actual Expenses Plus 20%
- Per Diem: Actual Expenses Plus 20%
- Mileage: Current Federal (IRS) Rate
- Overdue Accounts: 1.5% Per Month Due After 30 Days

This is a legally binding contract. If you agree with these terms and conditions, and wish to schedule these services, please sign below. This rate sheet, the terms and conditions on the back of this sheet and the proposal, if any, shall constitute a binding contract between the parties. ACH payment for services is preferred, however, all major credit cards are accepted.

PROJECT:

Company Name: _____

By: _____
(Print Name and Title)

Address: _____

Signature: _____
(Date)

(City) _____ (State) _____ (ZIP) _____

Cocciardi and Associates, Inc.

Phone: _____ Fax: _____

By: _____
(Print Name and Title)

Email: _____

Purchase Order #: _____

Signature: _____
(Date)

Billing email: _____

Billing address (if hard copy of invoice is required): _____

1. Proposals

Proposals are open for thirty (30) days, unless withdrawn within that time. If work begins upon Client's request prior to execution of an agreement or engagement letter, these terms will govern the terms of the engagement. When an agreement or engagement letter is executed, these terms will supplement the agreement. If there is a conflict between these terms and conditions and the terms of any such agreement or engagement letter, the terms of the agreement or engagement letter will prevail. These terms and conditions will apply to the agreement between CAI and Client, unless otherwise expressly agreed notwithstanding contrary terms or conditions contained in any purchase order or other document which Client uses to accept CAI's proposal.

2. Estimates

Any estimate of costs and expenses relating to the project of which the work is a part or of CAI work itself, other than in fixed fee arrangements, are estimates only. CAI cannot assure that actual construction or other costs will not vary from any proposal or project budget. Client should anticipate that some changes and adjustments to the project may be required.

3. Professional Services

Hourly Project: Billings are based on the hours worked, including travel time. Where an estimated total has been given, unless specifically noted, it is not a guaranteed figure but is provided solely to assist in project planning.

4. Additional Services

Services beyond those agreed to, including among others, revisions due to adjustments in the project scope, quality, or budget are considered Additional Services and will be billed at hourly rates.

5. Overtime: Overtime services as set forth will be provided only upon authorization at 1.5 times the hourly rate.

6. Reimbursable Expenses

In addition to payment of fees, Client must reimburse CAI for its out-of-pocket expenses incurred in performing the work, such as, but not limited to, prints, reproducible, photocopies, travel related expenses, mileage, deliveries, long distance communications, fax transmissions, photography, outside consultants, approval and permit fees, and any supplemental insurance requested. Reimbursable expenses will be billed at CAI's standard rate plus 20 percent. Reimbursement will be provided at cost for any sales tax, which may be assessed in the course of providing professional services.

7. Client's Responsibility

In addition to other agreed upon obligations, the Client shall disclose any physical, chemical or biological hazards at its location or locations and Hazardous Substances as required by the Occupational Safety and Health Administration Hazardous Communication Standard to CAI, prior to the inspection. The Client shall also disclose to CAI all hazards, conditions and other facts which are known or should be known to the Client which may affect CAI's work or the content of CAI's report. The Client agrees to hold harmless and indemnify CAI with respect to any liability concerning which the Client fails to make disclosure as required. The Client shall also timely provide access to legal, accounting and insurance advice as CAI may require, timely review of proposals, schedules, plans and specifications prepared by CAI and cooperate with CAI so that CAI may complete its work in a timely fashion.

8. Invoices

Unless otherwise agreed, Clients will be invoiced monthly for services performed during the previous month. Payment is due on receipt. Interest will be added after 30 days at the rate of 1.5% per month. CAI may suspend or terminate its work upon ten days notice if any invoice is not paid when due. Client will reimburse CAI its actual attorney's fees and litigation costs incurred in pursuing collection of any amount due from Client.

9. Report

CAI will render a Report. The Report will be in CAI's usual form and include the appropriate Pennsylvania Department of Environmental Protection closure form, if applicable. The Client may request reasonable explanations or clarifications of the Report; however, CAI will not be obligated to provide any written Report, except as the parties expressly agreed. CAI makes no representation or warranty as to the safety, insurability, lawfulness, or advisability of any facilities, equipment, processes or other subject of the Report, except as may be expressly provided in the Report.

10. Independent Contractor

CAI is an independent contractor, not an employee of the Client. CAI maintains Worker's Compensation, and general liability insurance. Copies of insurance certificates are available upon request.

11. Confidential Information

All information, records, documents and data of the Client shall be maintained in strictest confidence by CAI and any information obtained by CAI in the course of performing its services, shall be held in strictest confidence under the provisions of the law.

12. Information, Databases and Reports

It is understood that all training materials, procedure systems, software programs and other materials provided by CAI shall remain the sole property of CAI. Database information or reports which have been generated by CAI's performance of services under contract with Client, shall become the property of Client. However, CAI shall be permitted to retain a copy of any and all information.

13. Force Majeure

In the event that CAI is prevented from performing its obligations by acts of God, natural disaster, war, terrorists attacks, labor disputes, illness, death, incapacity, governmental action, including governmental action to require CAI's services in any capacity on an emergency basis, or similar cause, CAI will be relieved of any further obligation under this Contract until such time as CAI may reasonably resume performance. Client will be relieved of the obligation to make further payments to CAI, except reimbursement of expenses, until performance is resumed, but will not be entitled to refund of any amounts already paid to CAI.

14. Labor Dispute

In the event that a labor dispute interferes with CAI's ability or willingness to perform its obligations under this Contract, at CAI's option such obligations will be null and void; provided, that Client will not be obligated to make any further payments, except reimbursement of expenses to CAI.

15. Dispute Resolution

All claims, disputes and other matters in question arising out of, or relating to, this Agreement shall, at the option of CAI, either be instituted in the Court of Common Pleas of Cumberland County, Pennsylvania or be referred to statutory arbitration under the Pennsylvania Uniform Arbitration Act, 42 Pa. C.S. Sections 7301 et seq. (the "Uniform Arbitration Act"). Such arbitration shall be by a panel of three arbitrators, with the Client and CAI each to choose an arbitrator, and together the first two arbitrators shall choose a third arbitrator. Costs for the arbitration shall be shared equally by the parties. The arbitration shall take place in Cumberland County, Pennsylvania. Arbitration shall occur within sixty (60) days from the date the written request for appointment of arbitrators is made by either party unless an extension is mutually agreed upon by the parties. This Agreement to arbitrate shall be specifically enforceable under the prevailing Arbitration Law. The award rendered by the arbitrators shall have the effect provided in the Uniform Arbitration Act.

16. Limitation of Liability, Indemnification

Unless expressly agreed to the contrary, damages incurred by Client, or with respect to which Client is threatened as a result of any action or failure to act arising out of CAI's work (whether as a breach of contract or the negligence of CAI) shall in no event exceed the greater of \$50,000 or the total amount of CAI's fees paid by Client in connection with the work, whichever is less. Client shall indemnify, defend, and hold CAI harmless from and against any and all cost, damage, losses, liability and actions to which CAI may be subject, or with which it may be threatened as a result of anything, Client or its representatives, contractors, subcontractors, employees or agents do, or fail to do, in connection with the project of which the work is a part; or as a result of any failure by Client to perform any of its obligations under this agreement.

17. Non-solicitation of CAI's Employees

The Client agrees that at no time, during the term of this Contract or for a period of one (1) year immediately following the termination of this Contract, will it (i) call upon any employee of CAI for the purpose of employing, hiring or otherwise interfering with the contractual relations of such employee without the prior written approval of CAI, which approval may be withheld, delayed or conditioned at the sole discretion of CAI; or (ii) directly or indirectly for itself or on behalf of or in connection with any other person, firm, partnership, corporation or association solicit, hire, employ as an employee or independent contractor any such employee of CAI.

In the event of a breach by Client of the covenant set forth in this Section, then CAI shall, in addition to any other remedy it may have under this Contract, at law or in equity, have the right to apply to a court of competent jurisdiction for an injunction to restrain Client from employing such employee and/or an order enforcing the terms of the covenant so breached, and Client shall be liable to CAI for all actual attorney's fees, costs and expenses incurred by CAI in enforcing the provisions of said covenant.

18. Binding Agreement

This Contract is binding upon the parties, their heirs, successors or assigns.