Pinnacle Services, LLC
6002 Diamond Ruby 125 Christiansted, St. Croix VI 00820
tel: 340-692-3500 fax: 340-692-8922
Medical Unit: 340-692-3935 fax: 340-692-3942
Safety Store: 340-692-7037
www.pinnaclevi.com

USVI-DRUG FREE WORKPLACE ALLIANCE AGREEMENT

Dated, Tuesday, August 2, 2011 an Agreement between Pinnacle Services LLC, a Virgin Islands Limited Liability Company, ("Pinnacle") and the company listed below ("Alliance Member")(collectively referred to as the "Parties") (the "Agreement").

Company:	
Address	
Email:	Fax:
Telephone:	Tax ID#

Program Fees

Program management annual fee: $200
Individual 10 panel drug screen and Breath Alcohol: $50.00

Terms and Conditions

("Alliance Member"). The parties agree as follows:

Drug and Alcohol Testing. Alliance Member hereby retains Pinnacle to administer the Drug Free Workplace Alliance (DFWPA). The program is set forth in the DFWPA Program Handbook provided to Alliance Member. The Program may be revised from time to time at the reasonable discretion of Pinnacle and its stakeholders after notice to Alliance Member.

Program Services and Administration.

Pinnacle shall administer the program for employees of Alliance Member as follows:

a) Alliance Member shall provide Pinnacle with company information needed to administer the DFWPA program.

b) Designated Employee Representative. Alliance Member shall appoint a Designated Employee Representative (DER) and a backup "DER" for purposes of communication and administration of this Program and Agreement. Alliance Member shall also provide the names of all other employees authorized to receive the drug and alcohol results. The designation of these company representatives shall be made in writing, and may be changed from time to time by Alliance Member in writing.

c) Alliance Member shall provide Pinnacle with a completed consent and authorization form signed by each employee. The form of consent is attached to this Agreement. The consent form may be changed from time to time after notice to Alliance Member.

d) Alliance Member agrees to abide by all revisions to Pinnacle procedures that may be issued from time to time in order to administer the relevant programs and to make information available to employee members.

e) Pinnacle shall maintain the records of and information regarding results of drug and alcohol testing in accordance with applicable regulations and the DFWPA Policy. The records maintained by Pinnacle shall reside in the Pinnacle / DFWPA database.

f) Pinnacle shall conduct drug and alcohol testing in accordance with DFWPA: Initial, Pre-employment, Reasonable Suspicion, Random, Post-Accident, Return-to-Work and Follow-Up.

g) Pinnacle shall use laboratories certified by the Department of Health and Human Services (DHHS) / Substance Abuse and Mental Health Service Administration (SAMHSA) for the testing of biological specimens.

h) Pinnacle shall review and report all alcohol tests and report drug test results verified by certified Medical Review Officers (MRO) who are employed or contracted by Pinnacle.

i) Pinnacle shall provide reporting of status and drug testing statistics under the DFWPA Policy to the HOVENSA refinery and Alliance Members.

General Terms and Conditions

Payment - All services provided by Pinnacle Services must be paid for at the time the service is rendered. We accept company checks, credit cards and cash. Sorry, we do not accept personal checks. You may also request a credit account for services. We offer the following types of accounts:

Credit Card on File - Submit the Credit Card Authorization Form

Purchase Order Account - with approved credit, we will invoice your company for products and services. To apply for a purchase order credit account, Please fill out application for credit section of this document.

With the credit card on file and purchase order accounts, your company will be able to register employees for training courses, medical testing and purchase safety supplies from our safety store.

Insurance - Each party will maintain its own general liability and employment practices liability insurance.

Termination - Either party may terminate this agreement in whole or in part upon giving thirty (30) days written notice to the other party, however, no portion of the annual fee will be prorated for refund. Any fees or expenses due to Pinnacle will be paid no later than the effective termination date of the contract.

Custody - Original medical records will be delivered to Alliance Member. If any records of Alliance Member in the custody of Pinnacle are subpoenaed, Pinnacle will within 3 business days, notify Alliance Member in writing. Unless Alliance Member notifies Pinnacle in writing that Alliance Member has filed a timely motion for protective order, to quash the subpoena or otherwise taken legal proceedings, Pinnacle will respond to the subpoena no later than 14 days after service of the subpoena. Notice will comply with the Notice provision of this agreement.

Privacy - Pinnacle will keep confidential the records in its possession and will follow the procedure described in Custody above.

Records Discovery - All legal discovery of records are the responsibility of the Alliance Member.

Independent Contractor - The parties agree that Pinnacle is and shall operate as an independent contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Pinnacle and Alliance Member. Pinnacle shall have no authority to make hiring decisions on behalf of Alliance Member., nor shall Pinnacle have any authority to make any decisions relating to the personnel of Alliance Member.

Notices - All notices, demands or requests under this Agreement will be in writing and delivered in person or sent by facsimile or United States Postal Service certified mail, return receipt requested, postage prepaid and addressed as indicated above.

Applicable Law - This Agreement will be construed and enforced in accordance with the laws of the United States Virgin Islands.

Waiver of Trial by Jury / Arbitration - ARBITRATION - Any controversy or claim, including statutory, contract and tort claims arising out of or relating in any way to this Agreement, or to the breach of this Agreement, or arising out of or related to Employee's presence at Hovensa Refinery or any Owner Facility participating in the

DFWPA, will be resolved by arbitration and not in a court or before an administrative agency. Judgment on the award rendered may be entered in any court having jurisdiction over the matter.

In addition, the Parties specifically agree that all claims, including statutory, contract and tort claims accruing from this day forward, that the Parties may have against Hovensa, LLC, any Owner Facility or any other Contractor at the Hovensa refinery, its members, shareholders or subsidiary or parent or affiliated companies, and its or their officers, directors, employees, and agents as intended third-party beneficiaries of this Agreement (all of the foregoing shall be collectively referred to as "Hovensa" or "Owner facility" or "Contractor", as applicable, for purposes of this Agreement) arising out of or in any way relating to, or arising out of or related to the this Agreement, the Parties presence at the refinery, an owner facility or their dealings with Hovensa, Owner Facility or Contractor, including any third party claims, shall be resolved solely and exclusively by arbitration as provided in this Agreement

The Parties specifically agree that the arbitration provisions of this Agreement shall remain in full force and effect notwithstanding the termination of this Agreement for any reason whatsoever.

MATTERS ARBITRABLE

Arbitrable matters shall be those specified in the section above. Arbitrable matters include, but are not limited to, claims under the following:
the Civil Rights Act of 1866, 42 U.S.C. §1981; the Civil Rights Act of 1871, 42 U.S.C. §1983; the Civil Rights Act of 1964, 42 U.S.C. §2000e; the Civil Rights Act of 1991, P.L. 102-166; the Age Discrimination in Employment Act, 29 U.S.C. §621; the Equal Pay Act, 29 U.S.C. §206, the Americans with Disabilities Act, 42 U.S.C. §12101; the Family and Medical Leave Act, 29 U.S.C. §2601; the Fair Labor Standards Act, 29 U.S.C. §201; the Retirement Income Security Act of 1974, 29 U.S.C. §1001; any provisions of Titles 10 and 24 of the Virgin Islands Code, including without limitation claims for wrongful or retaliatory discharge or wrongful or discriminatory treatment under Virgin Islands law, including without limitation the Wrongful Discharge Act, 24 V.I. Code §76; the Plant Closing Act, 24 V.I. Code 471 et seq. and
any other law of the United States or the Virgin Islands prohibiting employment discrimination or retaliation or otherwise making any employment action unlawful; tort law, including without limitation claims against either Party or HOVENSA or any Contractor at the Hovensa refinery, for bodily injury and property damage of any nature, defamation, and intentional infliction of emotional distress; this Agreement or any other contract; and The parties also agree to arbitrate the issue of arbitrability of any claim or dispute. The arbitrator shall decide all issues of arbitrability including, but not limited to, any defenses to arbitration based on waiver, delay, or like defense. The arbitrator shall also decide whether any and all conditions precedent to arbitrability have been fulfilled. The parties agree that all matters of substantive and procedural arbitrability shall be decided exclusively by arbitration.

MATTERS NOT ARBITRABLE; WAIVER OF JURY TRIAL

In the event that any matter or dispute arising between Alliance Member and Pinnacle, HOVENSA, Owner Facility or Contractor is deemed by the arbitrator or by a court of competent jurisdiction to be non-arbitrable, Alliance Member and Pinnacle, HOVENSA, Owner Facility or Contractor hereby expressly waive trial by jury with respect to such claim or dispute. Alliance Member and Pinnacle, HOVENSA, Owner Facility or Contractor understand and agree that in such event, any decision regarding such claim or dispute will be made by the court as finder of fact, and not by a jury.

PROCEDURE FOR ARBITRATION

Arbitration shall take place pursuant to the Federal Arbitration Act and in accordance with the Rules governing arbitration set forth in the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association, or the Commercial Arbitration rules of the AAA as appropriate, as they shall be amended from time to time, and to the extent these Rules are not inconsistent with this Agreement.
The party seeking arbitration [Claimant] of a claim must present a demand for arbitration in written form to the other party within the time limit established by the applicable statute of limitations or, if there is no applicable statute of limitations, within one hundred and eighty (180) days of the event which forms the basis of the claim.
In no event may any party bring a claim of any nature against another unless the claim is filed as set forth in this section and within the time set forth in this section. Any claim not presented and processed within the time limits established herein shall be waived (unless such time limits are extended by Agreement of the parties in writing) and may not be made the basis of any action, either under this Agreement or in any court or administrative agency. The written demand for arbitration submitted by the party seeking arbitration shall describe the event forming the basis of the claim, a description of the claim, reference to any statute relied on, the relief sought by the party demanding arbitration, and an address and telephone number where the party demanding arbitration or its attorney can be reached. The demand for arbitration must be received by the party against whom arbitration is sought on or before the expiration of the applicable limitations period. Notice of a claim against HOVENSA must be given to the HOVENSA Human Resources Manager and to Pinnacle's General Manager, Notice of a claim against an Owner Facility participating in the DFWPA must be given to the Owner Facility's Human Resources Manager and to Pinnacle's General Manager and notice of a claim against Pinnacle must be given to Pinnacle's General Manager, and notice of a claim against Contractor must be given to the Contractor Human Resources Manager and to Pinnacle's General Manager. Notice must comply with the Notice provision of this agreement. If notice is given by hand delivery, the party giving notice must retain a receipted copy of the notice. If notice is given by certified mail, the party giving notice must retain a copy of the return receipt. In the event that timely notice is not provided to any party as set forth herein, it is agreed that the party who fails to give such notice has waived its right to assert the claim, and shall have no further remedy against the other

party. It is further agreed that this time limitation is to be strictly enforced by the arbitrator.
Within fifteen (15) calendar days of receipt by Pinnacle, HOVENSA, Owner Facility, or Contractor of timely notice of a claim, or within fifteen (15) calendar days of delivery of notice of a claim, the parties shall submit a request to the American Arbitration Association to furnish a list of five (5) impartial arbitrators from which list one arbitrator will be appointed. The parties shall strike names from the list provided and number by preference those names which are acceptable.. In the event that any party refuses to cooperate in this process of selection, the other party or parties may select any name from the list to serve as arbitrator.

Each party shall bear its own costs and expenses, including attorney's fees, unless otherwise provided by any statute under which the claim arises or the rules of the AAA. The arbitration hearing shall take place in St. Croix, U.S. Virgin Islands.

If for any reason AAA is unable or unwilling to participate, Judicial Arbitration and Mediation Services will be used in its place.

Unenforceability - If a court of competent jurisdiction finds any part of this Agreement to be illegal, in conflict with any applicable law, against public policy, or otherwise unenforceable, then that provision will be deleted or modified, in keeping with the express intent of the parties, as necessary to render the remainder of this Agreement valid and enforceable. All deletions or modifications will be the minimum required to effect the foregoing.

Force Majeure - Any delays in or failure of performance by either party under this Agreement will not constitute default hereunder to the extent caused by force majeure, which is defined as occurrences beyond the reasonable control of the party affected, including, but not limited to, acts of governmental authority, acts of God, strikes or other concerted acts of workers, inability to obtain materials or labor because of shortages, fires, floods, explosions, riots, war, rebellion, insurrection and sabotage. The party whose performance is delayed will give notice (in accordance with paragraph 7) and a full description of the cause of the delay to the other party, as soon as possible after the occurrence of said cause.

Confidentiality - Alliance Member will treat as confidential, all information and property, whether tangible, intangible, or otherwise, including, but not limited to, tests and test results, documents, specifications, and processes, which may come into its possession as a result of the services, or which may be prepared by Alliance Member for Pinnacle. Pinnacle will maintain industry established standards in providing chain of custody and confidentiality for drug testing and drug test results to the appropriate parties.

Consequential and Punitive Damages - Neither party will be liable to the other for indirect, consequential or punitive damages arising out of this Agreement, including loss of profit or business interruptions.

Entire Agreement - This Agreement constitutes the entire understanding between the parties and supersedes any prior oral or written communication or agreements between the parties relating to the subject matter hereof. No amendment, no waiver of any provision of this Agreement will be effective unless it is in writing and signed by authorized representatives of the parties.

Witness:

_____

Pinnacle Services LLC

By:_____

Witness:

_____

Alliance Member

By:_____

Authorization to Charge Credit Card on File

Credit Card: MasterCard ___VISA ____American Express _____ Card Number: _____

Name on Card: _____ Exp. Date: _____ CID No _____

Credit Card Billing Address: _____

City, State, Zip: _____

Authorized Signature: _____ Date: _____

Print Name: _____

This is to authorize Pinnacle Services to retain the credit card account information listed on this form on file and to charge said card for services rendered. The contact person listed above will be notified via email of each transaction applied against the credit card on file.

Application for Credit Account

Bank Name: _____ Bank Tel: _____

Please list three (3) businesses that you do business with who can be called as a reference:

1) Business: _____ Contact: _____ Tel: _____

2) Business: _____ Contact: _____ Tel: _____

3. Business: _____ Contact: _____ Tel: _____

INTERNAL USE ONLY	
Credit Approved: YES / NO- Approver	Credit Amount:
Customer Purchase Order Numbers:	
Customer Survey - Please tell us about your line of work so we can better serve you.	
Project Description:	
Project Start Date:	
Project End Date:	
Peak Manpower:	
Type of Contract:	Lump Sum _____ Time & Material _____
Your Field Contact / Project Manager:	