**Exhibit 10(p)**

**DISTRIBUTORSHIP AGREEMENT**

DISTRIBUTORSHIP AGREEMENT (the "Agreement") made and entered into as of the 4th day of June 2001 by and between LifePoint, Inc., a corporation incorporated under the laws of the State of Delaware ("LFP"), with its executive offices at 1205 South Dupont Street, Ontario, California 91761, and CMI, Inc., a corporation incorporated under the laws of the Commonwealth of

Kentucky ("CMI"), with its executive offices at 316 E. 9th Street, Owensboro, Kentucky 42303.

WHEREAS, LFP desires to engage CMI as its exclusive distributor of Products to Customers in the Territory (as hereinafter defined) on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, the parties hereto hereby agree as follows:

* 1. Definitions

1. The term "Annual Marketing Plan" shall mean the annual sales and marketing plan developed by CMI and LFP under Section
2. herein.
3. The term "Consumables" shall mean consumable products to be used with the Instruments for saliva testing for legal or illegal drugs, including (a) the IMPACTTM Test System Consumables which include the "NIDA-5 plus Alcohol Cassette", the "European Drug plus Alcohol Cassette" and the " Sample Collection Cassette" and includes the saliva sampling part of the Consumable; and

(b) other saliva drug-testing cassettes and other Consumables that may be added to the LFP product line in the future and which are applicable in the Territory.

1. The term "Customers" shall mean End Users in the Law Enforcement Field.
2. The term "CMI's Mark" shall mean the trademark "Intoxilyzer" and any other related or unrelated logo mark presently owned or used by CMI, each in the type face and type style as used by CMI, and any new trademark of CMI registered at any future date during the Term of the Distributorship.
3. The term "CMI Revenues" shall mean CMI's booked sales from sales to Customers or subdistributors of CMI, less returns, of the Products, exclusive of instruments sold to LFP for sales outside the Law Enforcement Field.
4. "End User" shall mean the person, entity or governmental agency that actually uses the Products which are the subject of this Agreement.
5. The term "Instruments" shall mean point-of-contact devices used for testing for legal or illegal drugs in saliva, whether sold with or without tests for other substances, and includes the hardware and software encompassed in the IMPACT Test System Instrument currently being commercialized.
6. The term "Intellectual Property" shall mean any patents or trademarks, pending or issued, inside or outside of the United States. It shall also mean any trade secret, information, invention, idea, sample, procedures and formulations, process, technique algorithm, computer program (source and object code), design, drawing, formula or test data relating to any research or development project, work in process, future development, business or scientific plan, engineering, manufacturing, marketing, servicing, financing and personnel matter relating to the Company, its present or future products, sales, suppliers, clients, customers, employees, investors or business, whether in oral, written, graphic or electronic form. Under this Agreement, Intellectual Property shall include, but not be limited to, derivative and residual forms of Intellectual Property, all of which shall be treated in strict accordance with the provisions herein.
7. The term "Law Enforcement Field" shall mean the markets relevant to the enforcement and prosecution of criminal justice and law, including, but not limited to, driving under the influence for drug testing, probation and parole, corrections and jails, officer/guard (or similarly situated employee) testing and drug courts.
8. The term "LFP's Mark" shall mean the trademarks "LifePoint", "IMPACT" and any other related logo mark, each in the type face and type style as used by LFP, and any new trademark of LFP for the Products at any future date during the Term of the Distributorship.
9. The term "Minimum Sales Level" shall mean the mutually agreed minimum sales level set forth in the table in Schedule "F" attached hereto.
10. The term "Person" means an individual, partnership, corporation, limited liability company, trust, unincorporated association, joint venture or other entity of whatever nature.
11. The term "Products" shall mean the Instruments and the Consumables constituting the IMPACT Test System.
12. The term "Product Release Date" or "PR" shall mean the date of general market introduction of the Product in the Law

Enforcement Field. The Product Release Date will be mutually and explicitly agreed to in writing by LFP and CMI.

1. The term "Term" or "Term of the Distributorship" shall mean the period during which this Agreement is effective as outlined in Schedule A attached hereto and made a part thereof.
2. The term "Territory" shall mean the countries and territories listed on Schedule B attached hereto and made a part hereof.
3. The term "United States" shall mean the United States and its territories.
   1. Distribution.
      1. During the Term of the Distributorship, CMI shall have the exclusive right to, and shall, sell and distribute Products to Customers in the Territory in accordance with the terms and provisions of this Agreement and the applicable Annual Marketing Plan.
   2. In the United States CMI will sell the Products directly to Customers and will not use subdistributors or independent sales agents to sell, install or service the Products, other than CMI's sales representatives or such agents that sell CMI's products exclusively. In the Territory outside of the United States, set forth on Schedule C attached hereto, CMI may use subdistributors or independent sales agents to sell, install or service the Products directly to Customers, which subdistributors or sales agents shall be jointly selected by CMI and LFP.
4. In the event that CMI appoints a subdistributor or engages an independent

sales representative to sell, distribute, install, service or market the Products, CMI shall be responsible to ensure that each such third party complies with all terms of this Agreement as if said third party was a party to this Agreement as " CMI." Accordingly, in the event that any such third party commits an act or omits to perform an act that, if committed by CMI, would be a breach of this Agreement, CMI shall be deemed to be in breach of this Agreement and LFP shall have all rights and remedies hereunder as a result of such breach.

1. During the Term of the Distributorship, CMI shall not, directly or indirectly, sell or distribute any Product (a) outside of the Territory or to third parties that are not Customers (other than to authorized subdistributors), or (b) to any Person who, to CMI's knowledge, that CMI knows, intends to sell or distribute Products (directly or indirectly) outside of the Territory or to any Person that is not a Customer. Notwithstanding the foregoing, LFP acknowledges that there are legal and practical restrictions on CMI's ability to prevent the resale of Products outside of the Territory or to third parties that are not Customers. Accordingly, CMI shall not be in breach or default under this Agreement, and shall not be liable to LFP for any commission, compensation or other payment or for any damage or loss suffered by LFP whatever arising out of, or in connection with, any sales or shipments of Products by a subdistributor or other party outside of the Territory or to third parties that are not Customers unless such sales or shipments are made in violation of the foregoing.
2. During the Term of the Distributorship, LFP shall not directly or indirectly sell or distribute Products to Law Enforcement Customers in the Territory. Notwithstanding the foregoing, CMI acknowledges that there are legal and practical restrictions on LFP's ability to prevent the resale of Products into the Territory by LFP customers and the customers of such persons outside of the Territory. Accordingly, LFP shall not be liable to CMI for any commission, compensation or other payment or for any damage or loss suffered by CMI whatever arising out of, or in connection with, any sales or shipments of Products by a distributor or other party to a Customer or other Person unless such sales or shipments (to such Customer) were made with the consent of LFP.
3. Intellectual Property.
4. (a) CMI acknowledges that LFP's Mark has acquired a valuable secondary meaning and goodwill in the minds of the trade and the public and that goods, including Products, bearing LFP's Mark have acquired a reputation for high quality. CMI acknowledges that it is not the owner of any right, title or interest in and to LFP's Mark in any form or embodiment thereof, and it is not the owner of the goodwill attached to LFP's Mark in connection with the business and goods in relation to which the same has been and may in the future be used and shall not acquire any such right, title or interest in LFP's Mark.
   1. CMI agrees that this Agreement does not constitute a license and does not give CMI any rights of ownership with respect to any patent rights relating to the Products or other Intellectual Property of LFP.
   2. CMI shall comply with all notice requirements of any law or regulation applicable or reasonably necessary in connection with CMI's activities hereunder for the protection of LFP's Mark and Intellectual Property in connection with the Products, generally to the extent the same shall be reasonably necessary in LFP's judgment for the protection of LFP's Mark or Intellectual Property in the Territory. Sales by CMI of the Products shall be deemed for the purposes of the acquisition of trademark rights and the purposes of trademark registration to have been made by and for the benefit of LFP as owner of LFP's Mark. CMI will not, at any time, do any act or thing which may, in any way, impair the rights of LFP in and to LFP's Mark or Intellectual Property or which may affect the validity of LFP's Mark or Intellectual Property or which may depreciate the value of LFP's Mark or its prestige and good will.
   3. CMI acknowledges that it may not acquire a registration, or file and prosecute a trademark or applications to register LFP's Mark, for any items or services, including Products, or apply for a patent, with respect to the Products and the underlying Intellectual Property (including any improvements thereto), anywhere in the world.
   4. To the extent any rights in and to LFP's Mark or Intellectual Property are deemed to accrue to CMI pursuant to this Agreement or otherwise, CMI hereby assigns any and all such rights, at such time as they may be deemed to accrue, to LFP. CMI shall execute any and all documents and instruments required by LFP which LFP may deem necessary, proper or appropriate to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance shall be without consideration other than the mutual agreements contained herein. Upon expiration or termination of this Agreement for any reason whatsoever, CMI will forthwith execute and file any and all documents requested by LFP terminating any and all trademark registrations, patent applications, registered user agreements, if any, and other documents regarding LFP's Mark or Intellectual Property.
   5. CMI agrees not (i) to challenge the validity or ownership of LFP's Mark or Intellectual Property or any application for registration thereof, or any trademark registrations thereof or patent applications or patents therefor in any jurisdiction, or (ii) to contest the fact that CMI's rights under this Agreement are solely those provided for herein and will cease upon termination of this Agreement.
   6. Except as provided in Section 3.2 herein, CMI shall not use LFP's Mark as part of a corporate or business name or as a service mark and shall not use LFP's Mark in any form without LFP's prior written consent.
   7. The provisions of this Section 3.1 shall survive the termination or expiration of this Agreement.
5. During the Term of the Distributorship, the Instruments shall be jointly labeled for sale in the Territory to Customers with the label of LFP's Mark and CMI's Mark. LFP and CMI must consent to the form of label containing LFP's Mark and CMI's Mark.
6. (a) LFP acknowledges that CMI's Mark has acquired a valuable secondary meaning and goodwill in the minds of the trade and the public and that goods bearing CMI's Mark have acquired a reputation for high quality. LFP acknowledges that it is not the owner of any right, title or interest in and to CMI's Mark in any form or embodiment thereof, and it is not the owner of the goodwill attached to CMI's Mark in connection with the business and goods in relation to which the same has been and may in the future be used and shall not acquire any such right, title or interest in CMI's Mark.
   1. LFP agrees that this Agreement does not constitute a license and does not give LFP any rights of ownership with respect to any patent rights relating to any Intellectual Property of CMI.
7. LFP shall comply with all notice requirements of any law or regulation applicable or reasonably necessary in connection with LFP's activities hereunder for the protection of CMI's Mark with Instruments (or any other part of the Product that may be jointly labeled) and, in connection with CMI's Mark and Intellectual Property, generally to the extent the same shall be reasonably necessary in CMI's judgment for the protection of CMI's Mark or Intellectual Property in the Territory. Sales by CMI of Instruments (or any part of the Product that may be jointly labeled) shall be deemed for the purposes of the acquisition of trademark rights and the purposes of trademark registration with respect to CMI's Mark to have been made by, and for the benefit of, CMI as owner of CMI's Mark. LFP will not, at any time, do any act or thing which may, in any way, impair the rights of CMI in and to CMI's Mark or Intellectual Property or which may affect the validity of CMI's Mark or Intellectual Property or which may depreciate the value of CMI's Mark or its prestige and good will.
8. LFP acknowledges that it may not acquire a registration, or file and prosecute a trademark or applications to register CMI's Mark, for any items or services, including Instruments, anywhere in the world.
9. To the extent any rights in and to CMI's Mark or Intellectual Property are deemed to accrue to LFP pursuant to this Agreement or otherwise, LFP hereby assigns any and all such rights, at such time as they may be deemed to accrue, to CMI. LFP shall execute any and all documents and instruments required by CMI which CMI may deem necessary, proper or appropriate to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance shall be without consideration other than the mutual agreements contained herein. Upon expiration or termination of this Agreement for any reason whatsoever, LFP will forthwith execute and file any and all documents requested by CMI terminating any and all trademark registrations, patent applications, registered user agreements, if any, and other documents regarding CMI's Mark or Intellectual Property.
   1. LFP agrees not (i) to challenge the validity or ownership of CMI's Mark or any application for registration thereof, or any trademark registrations thereof in any jurisdiction, or (ii) to contest the fact that LFP's rights with respect to CMI's Mark under this Agreement are solely those provided for herein and will cease upon termination of this Agreement.
10. Except as set forth in Section 3.2 herein, LFP shall not use CMI's Mark as part of a corporate or business name or as a service mark and shall not use CMI's Mark in any form, without CMI's prior written consent.
11. The provisions of this Section 3.3 shall survive the termination or expiration of this Agreement.

4.0. Sales and Marketing

1. (a) During the Term of the Distributorship, as hereinafter provided, CMI and LFP shall develop an annual sales and marketing plan (the "Annual Marketing Plan") commencing with the year-ending December 31, 2002 in the format provided by LFP for each calendar year. By March 1, 2001, CMI will present to LFP a draft initial Annual Marketing Plan. Within ninety (90) days of the date hereof, CMI and LFP shall create a final initial Annual Marketing Plan for each of the countries in the Territory for the balance of the year ending December 31, 2001. Each Annual Marketing Plan shall set forth the sales forecasts and other marketing objectives for the calendar year covered thereby for each country and the initial Annual Marketing Plan shall make explicit the resources (human, financial, time, or otherwise) necessary to make the launch of the Products successful. Each such plan shall include a detailed plan of the following for the countries set forth in Schedule "B" and any country in which CMI has sales of Five Hundred Thousand U.S. Dollars (US $500,000) or more in the preceding calendar year: (i) sales forecasts by unit and sales dollars for Instruments and Consumables for the following three (3) years; (ii) marketing communications programs; (iii) a tradeshow schedule for the indicated time period; (iv) pilot studies (e.g., locations, purpose and timing); (v) a full and complete schedule of target Customers and markets, subdistributors and the proposed market of each such subdistributor, setting forth the name and address of each such target market and Customer and subdistributor; and (vi) a full and complete description of proposed promotional expenditures and formats for the subject calendar year including CMI's "Advertising and Promotional Plan" for such calendar year showing, to the maximum extent feasible, the locations, dates and times of all proposed promotional events and the amounts that shall be expended therefor during such calendar year.
   1. CMI shall provide to LFP, not later than September 30th of each calendar year during the Term of the Distributorship, CMI's proposed Annual Marketing Plan for the immediately succeeding calendar year. LFP shall review each proposed Annual Marketing Plan and work with CMI to finalize the Annual Marketing Plan by December 31 of each calendar year.
   2. Approval of an Annual Marketing Plan by LFP shall not be deemed a commitment by CMI to sell or distribute the quantity or Product mix set forth therein.
   3. If there shall be any inconsistencies between any provisions contained in any Annual Marketing Plan and the provisions of this Agreement, the provisions of this Agreement shall control unless otherwise explicitly agreed in writing by the parties hereto.
2. LFP and CMI will be responsible for the following items, which responsibilities will also be reflected in the Annual Marketing Plan:
   1. LFP will be responsible for (including costs relating to) the following:
      1. Performing all clinical trials (or Alpha testing) in order to obtain FDA clearance for the Products, and maintaining full, accurate and complete records of the results thereof, (all of which shall be provided to CMI);
      2. Obtaining other regulatory approvals in the United States, including the NHTSA Conforming Product List for Evidentiary Alcohol Products;
      3. Performing pilot studies (or Beta testing) upon completion of such clinical trials (or Alpha testing) in key United States markets as selected by LFP and CMI;
      4. Conducting lobbying efforts relating to federal and state laws and regulations in connection with the Products (although CMI will monitor and support LFP's efforts in identifying and managing state and local laws and regulations);
      5. Providing thorough technical support to fully train CMI, from time to time, on all technical aspects of the IMPACT Test System, including Consumables and systems integration issues;
      6. Attendance at national law enforcement tradeshows as requested by CMI, for the first two (2) years of the Term of The Distributorship; and
      7. Preparation and presentation of technical papers on the performance of the Products for the first two (2) years of the Term of the Distributorship; and
      8. Providing to CMI such literature, brochures and other materials as CMI and LFP jointly determine, at LFP's published and then current list price, if any, for such materials, and providing at cost one set of camera ready artwork and/or color separated reprints of available promotional materials.
   2. CMI will be responsible for (including costs relating to) the following:
      * 1. Developing and implementing marketing programs, including direct mail, advertising, telesales and direct sales, to ensure customer awareness of the Products;
      1. Developing and implementing lead generation programs;
         1. Non-financial assistance to LFP in initial pilot studies (or Beta testing);
         2. Conducting sales evaluations (e.g., locations, purpose, timing and management) in the Law Enforcement Field;
         3. Sales collateral as appropriate to the individual market segments within the Law Enforcement Field;
         4. Attendance at national and local law enforcement tradeshows as appropriate to ensure achievement of goals and acceptance of the Products as deemed appropriate by CMI;
         5. Training of Customers on use of the Product, and development of training programs when necessary to meet regulatory requirements in order to sell the Products; and
         6. Preparing sales forecasts by unit and sales dollars for the Products.
3. CMI will hire and maintain sufficient staff to market, sell and service the Products. It is anticipated that this will initially include:
   1. One (1) Product Manager, dedicated exclusively to the Products;
   2. One (1) Sales Manager, responsible for direct sales to, and training of, End Users of the Product;
   3. Salespeople dedicated full-time to sales of the Product; and
   4. One (1) Service Manager, responsible for all installation and service of the Products.

A timetable for hiring and training personnel, based on mutually agreed product development and introduction milestones, appears in the initial Annual Marketing Plan.

4.4 In furtherance of the duties and obligations of CMI under this Agreement, during the Term of the Distributorship, CMI shall use its commercially reasonable efforts to: (i) promote the sale and distribution of Products to Customers and (ii) provide Customers with satisfactory services, including prompt delivery.

Without limiting the generality of the foregoing:

* 1. CMI shall furnish LFP with the following (and with such other information or forms as LFP may reasonably request from time to time, including, without limitation, similar forms from any of CMI's subdistributors):
     1. not later than thirty (30) days after the end of each quarter, detailed monthly reports for and in such quarter (setting forth net sales in the Territory of CMI) stating separately for each country, by Product, gross sales and returns, and shall use its commercially reasonable efforts to provide use of Product information for each location;
     2. not later than thirty (30) days after the end of each quarter, quarterly reports setting forth (by product code and unit) Products held in inventory by CMI as of the end of such quarterly period;
     3. on an annual basis not later than thirty (30) days after the end of each calendar year or as soon as reasonably possible upon request by LifePoint, a list of CMI's individual Customer accounts for and relating to the Products.
     4. upon the request of LFP, copies or summaries of CMI's invoices to Customers.

1. CMI will provide operator training for all Systems sold to Customers as these units are sold; provided that LFP shall have completed its operator training obligations to CMI. CMI may provide operator training to customers in other fields of use via separate arrangements.
   1. CMI will provide field or depot repair service for all Instruments sold to Customers in the Law Enforcement Field. CMI may provide field or depot repair service for Instruments in other fields of use via separate arrangement.
   2. CMI shall make reasonable efforts to assure that (i) all subdistributors are fully informed and properly trained with respect to the sale and merchandising of Products; and (ii) Customers are fully informed of upcoming promotions.
   3. CMI, at its sole expense, and in specific connection with the sale, marketing and distribution of the Products, shall comply with all laws, ordinances, rules, and regulations (including, without limitation, those pertaining to health, sanitation, fair trade or consumer protection), obtain all licenses and permits required by, and pay all taxes, fees, charges, and assessments imposed or enacted by, any governmental authority and shall not take any action which will cause LFP to be in violation of any law of any jurisdiction in the Territory or the United States including, but not limited to, the United States Foreign Corrupt Practices Act of 1977, the United States Export Control laws and the United States Anti-Boycott laws.
   4. Within five (5) business days after its receipt of any complaint(s), CMI shall refer such complaint(s) relating