

## SUBSTANCE ABUSE TESTING SERVICES AGREEMENT

This Agreement for company-sponsored substance abuse testing services (the "Agreement") is made effective as of the

2 day of October, 2014 by and between Quest Diagnostics Incorporated ("Quest Diagnostics") and

BLACK HORSE PKE REG SCHL ("Purchaser"), and defines the services that

Quest Diagnostics will provide Purchaser.

### 1. DESCRIPTION OF PROTOCOL.

Quest Diagnostics will provide substance abuse testing of Purchaser's urine, oral fluid, blood, and/or hair specimens at a Quest Diagnostics laboratory certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA").

### 2. TEST ORDERS, SPECIMEN COLLECTION AND SPECIMEN TRANSPORTATION.

#### 2.1 TEST ORDERS.

Purchaser will ensure that all substance abuse testing is ordered by a person authorized by Purchaser pursuant to applicable law.

#### 2.2 SPECIMEN COLLECTION.

Purchaser will and Quest Diagnostics agrees to provide collection of specimens in the following manner:

**A)** Purchaser may choose to refer applicants/employees to Quest Diagnostics' Patient Service Centers ("PSCs") or Preferred Third Party Network Sites ("Preferred Collection Sites") for specimen collections at the additional charges outlined on **Exhibit A**; or

**B)** Purchaser may choose to refer applicants/employees to non-preferred, third-party collection facilities, by separate arrangement and at such third-party collection fees as Purchaser shall negotiate.

*(To be used when Quest Diagnostics is responsible for Collection management)*

**C)** Quest Diagnostics assumes full responsibility for selection of non-preferred third-party collection sites and for payment of non-preferred third-party collection fees. Fees outlined for management of collection services are outlined on Exhibit A of this Agreement.

#### 2.3 SPECIMEN TRANSPORTATION.

Specimen transportation costs are included in the Fees listed on Exhibit A. If alternate arrangements are made such that Purchaser assumes responsibility for transportation or shipping of specimens to Quest Diagnostics' laboratory, Purchaser must ensure that the specimens are placed in containers designed to minimize the possibility of damage during shipment and must be securely sealed.

### 3. RESULTS AVAILABILITY AND DELIVERY.

#### 3.1 RESULTS AVAILABILITY.

Quest Diagnostics will release negative test results to the Medical Review Officer ("MRO"), if applicable, or to Purchaser, usually within twenty-four (24) hours after receipt of the specimen at the testing site. Quest Diagnostics will release non-negative (e.g. positive) results (or those requiring recheck) to the MRO or authorized contact, if applicable, usually within forty-eight (48) to seventy-two (72) hours after receipt of the specimen at the testing site. Where Purchaser utilizes the services of an MRO, Purchaser will provide Quest Diagnostics with written confirmation of the MRO's name, Unique Physician Identification Number (UPIN) and state license number. Holidays and weekend work schedules may alter the schedule of results availability described above.

#### 3.2 RESULTS DELIVERY.

Results will be returned to a recipient designated by Purchaser according to a procedure agreed upon by Purchaser and Quest Diagnostics, including electronic reporting of results. To the extent Quest Diagnostics transmits test results electronically, using Quest Integrated Solutions (QIS 2), Purchaser agrees to execute a separate Employer Solutions Service Agreement (QIS 2 Agreement).

### 4. SUPPLIES.

Quest Diagnostics will provide to Purchaser certain specimen collection supplies as Quest Diagnostics deems proper to be used exclusively for ordering testing performed by Quest Diagnostics. Quest Diagnostics reserves the right to charge for these supplies when such orders exceed 120% of tests ordered. Custom forms and custom collection supplies are available at additional cost as set forth in **Exhibit A**.

### 5. CONFIDENTIALITY.

The parties agree that records related to test orders and/or test reports (collectively the "Data") shall be regarded as confidential, and both parties shall comply with all applicable federal and state laws and regulations regarding the use and disposition of such Data. Both parties agree to consider the terms of this Agreement confidential and not disclose any information contained in this Agreement to any outside party unless required by applicable law.

### 6. FEES AND PAYMENT TERMS.

**6.1 FEES AND PAYMENT TERMS.** Quest Diagnostics will invoice Purchaser at the fees set forth in Exhibit A in accordance with the specific needs of Purchaser and applicable federal and state statutes and regulations. Purchaser agrees to compensate Quest Diagnostics Net fifteen (15) days Due Upon Receipt of the date of Quest Diagnostics' invoice. Quest Diagnostics reserves the right to charge a finance charge of one and one-half percent (1-1/2%) per month on any thirty (30) day past due balance or the maximum rate that the law permits.

**6.2 LITIGATION ASSISTANCE FEES.** Quest Diagnostics is qualified and available to provide litigation assistance for Purchaser at the fees outlined in **Exhibit A of this Agreement.**

**7. TERM AND TERMINATION.**

This Agreement shall continue from the Effective Date until terminated by either party with or without cause upon thirty (30) days prior written notice to the other party, with the understanding that Quest Diagnostics expressly reserves the right to increase or decrease its fees upon providing Purchaser with at least thirty (30) days advance written notice. Such increases or decreases shall apply with respect to all samples received by Quest Diagnostics after the effective date of such price change.

**8. MISCELLANEOUS.**

**8.1 ASSIGNMENT.**

All rights and obligations of either party under this Agreement may be assigned to its subsidiary, successor, or parent corporation.

**8.2 ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings, arrangements and agreements relating to the subject matter hereof.

**8.3 INDEPENDENT CONTRACTORS.**

It is expressly understood and agreed by the parties hereto that Quest Diagnostics and Purchaser will at all times be and act as independent contractors.

**8.4 PRETESTING.**

Quest Diagnostics' sports testing policy forbids any person, including a healthcare provider from using Quest Diagnostics laboratory services to engage in pre-testing or otherwise aid any athlete in attempting to avoid detection of use of banned drugs. "Pre-testing" is the analysis for drugs in order to determine the positive or negative status of an individual's urine prior to the testing of this individual by an athletic governing body or organization, which prohibits or penalizes the use of these drugs. Furthermore, Purchaser and Purchaser's Client represent and warrant that each specimen forwarded to Quest Diagnostics for testing is not for "Pre-testing" as defined above or intended to assist an athlete or individual in avoiding the detection of use of banned drugs, including but not limited to anabolic steroids.

**8.5 QUEST DIAGNOSTICS' LOGO/PUBLICITY.**

Purchaser shall not use the name or logo of Quest Diagnostics and shall not originate any publicity, news release, or other public announcement, whether written or oral or via the Internet, relating to Quest Diagnostics, this Agreement, any amendment hereto, any prices quoted herein or to any performance hereunder without prior written approval of Quest Diagnostics.

**8.6 COMPLIANCE WITH LAWS.**

The parties agree to comply with all laws, rules and regulations applicable to their respective obligations related to the services provided under this agreement.

**(Only to be used when an MRO is used)**

**9. SERVICES PERFORMED BY MEDICAL REVIEW OFFICER.**

Purchaser acknowledges that it must comply with regulations which mandate the services of a Medical Review Officer ("MRO"). In the event Purchaser requests Quest Diagnostics to include fees for MRO services in its invoice, Quest Diagnostics will do so if agreeable to Purchaser's MRO. Accordingly, Quest Diagnostics will report its results along with a copy of Purchaser's requisition (when required by applicable laws or regulations) to the MRO. The MRO will review and verify the test results and it is the MRO's responsibility to report the results to the appropriate individual designated by Purchaser in accordance with applicable laws and regulations. Purchaser and Quest Diagnostics acknowledge and understand that MRO services are provided by third-party, independent contractor physicians. Quest Diagnostics assumes no responsibility for the adequacy of the performance of MRO services, and Purchaser agrees that it shall have recourse only to the MRO in the event of dissatisfaction, for any reason, with the MRO services provided in connection with this Agreement. Purchaser is responsible to reimburse Quest Diagnostics for any and all tests ordered by the MRO on behalf of Purchaser and performed by Quest Diagnostics pursuant to this Agreement.

**(Only to be used where Point of Collection Test Kits are Provided)**

**10. ON-SITE DRUG/ALCOHOL POINT OF COLLECTION TEST KITS (POCT KITS).**

In the event Purchaser desires to purchase POCT products, the provisions included as Exhibit B shall apply.

**IN WITNESS WHEREOF,** the parties have executed this Agreement through their authorized agents.

QUEST DIAGNOSTICS INCORPORATED

BLACK HORSE PKE REG SCHL

("Quest Diagnostics")

("Purchaser")

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A FEES****PRICING FOR "LAB BASED" TESTING AND SERVICES**

Refer to Exhibit A for testing protocol.

Quest Diagnostics is pleased to offer the following pricing:

**Description:            Test Code:**

**Client Test Code Price:**

SAP 10-50+MDMA w/TESTSURE=[38855N]	\$20.00
NON MANDATED BREATH ALC=[20588N]	\$35.00
COLLECTION FEE - QUEST=[8766N]	\$10.00
COLLECTION FEE - PREFERRED=[35499N]	\$14.00
SET-UP FEE=[31257N]	\$0.00

**SUMMARY OF SERVICES INCLUDED IN ABOVE PRICING**

- Where bundled testing is provided, the initial screen and confirmation of all positives by GC/MS is included in the Test Code Price above.
- Transportation of ALL specimens to laboratory (international shipping provided at an additional charge).
- Supplies for specimen collection.
- Handling of rejected specimens or those otherwise unfit for testing.
- Retention of positive specimens in frozen storage for a minimum period of one year.

**SUMMARY OF SERVICES AVAILABLE AT AN ADDITIONAL CHARGE**

- TestSure™ quantitative adulteration detection panel.
- Custom Requisitions (non-standard requisitions).
- Custom Supplies.
- Reporting of hard-copy results in a method other than faxing or electronic transmission (if delivered by overnight commercial courier, U.S. Mail, etc.).

**LITIGATION ASSISTANCE AS FOLLOWS:**

- Litigation Assistance (Witness/Responsible Person to testify about the information contained within a documentation package, including test data, laboratory policies, procedures, and SOP's)

\$1000.00/day  
\$125.00/hour after eight hours  
Plus Travel expenses

- Deposition (On site at Quest Diagnostics' Lab – including telephone and televised testimony from Quest Diagnostics' Lab)

\$125.00/Hour

- Test Documentation Packet (Litigation Packet)

\$250.00/Packet

- Record Retrieval

\$50.00/Record

**Please note:**

- Prices contained within this proposal are offered for 30 days from the proposal date.
- Bundled pricing is based on positive rate of up to 5%.

## **EMPLOYER SOLUTIONS SERVICE AGREEMENT**

This agreement ("Agreement") is between Quest Diagnostics Incorporated, its affiliates and subsidiaries ("We," "Us" or "Our") and the individual, group, employer, third party administrator, or entity executing this Agreement ("You" or "Your"). It states the parties' rights and obligations regarding Your use of the Employer Solutions system designed by Quest Diagnostics to enable You to access services by and between You and Us, which may include the viewing and printing of laboratory drug test result reports.

**1. Services.** We will provide You access to Employer Solutions. If You access Employer Solutions via the Internet using Your own system, Your system must meet certain minimum requirements that We establish and that We may modify from time to time. Your Quest Diagnostics Sales Representative can tell you about those requirements, or You can find them at [www.questdiagnostics.com](http://www.questdiagnostics.com) or [www.employersolutions.com](http://www.employersolutions.com). Our posting of the drug test and/or background results to Employer Solutions constitutes delivery of those results to You. It is Your responsibility to regularly access Employer Solutions to retrieve laboratory drug and/or background result reports. If You elect to discontinue using Employer Solutions, please notify us, immediately, so that We can provide laboratory drug and/or background result reports to You by another delivery method. You may also access Employer Solutions to receive additional contracted services.

**2. Term.** This Agreement shall remain in effect until terminated. Either party may terminate this Agreement at any time, with or without cause, upon five business days' written notice to the other party. Upon termination, You shall promptly return to Us any software, equipment, and/or related written materials that We provided to You.

**3. Error Reporting.** You shall immediately report to Us the discovery of any discrepancies, anomalies, or errors detected in the drug testing and/or background result reports obtained through Employer Solutions.

**4. Proprietary Information.** You agree that Employer Solutions embodies substantial creative rights, confidential and proprietary information, copyrights, trademarks and trade secrets, all of which are and shall remain Our exclusive property. You may not copy, reproduce, modify, reverse engineer or decompile any portion of Employer Solutions, and You may use it only for internal purposes, as provided in this Agreement.

**5. Confidentiality/Data.** You and Quest Diagnostics agree that the drug testing and/or background results and other information transmitted through Employer Solutions, relating to the reporting of Your drug testing and/or background results ("Data") is confidential information. Without Our prior written consent, You may not provide the Data to any other person or entity, except as required by Applicable Laws (as defined in Section 9 herein). This Agreement and the information related to it are confidential and may not be disclosed to third parties without Our written consent. The provisions of this paragraph will survive termination of this Agreement.

**6. Access to Drug and/or Background Results Reporting.** Access to Employer Solutions is limited to You and other approved users in Your office ("Users"). You shall provide Us with a list of all Users so that We can provide each User with a

User-specific password. Neither You nor Your Users will share Your or their respective passwords with others or enable others to access Employer Solutions. You agree to notify Us, immediately, if a User leaves your employ, or otherwise loses User privileges, so that We may remove that User's username and password from the system. You agree to promptly report to Us any possible or actual violation of data security that comes to Your attention.

**7. Disclaimer/Exclusions of Warranties.** We may alter Employer Solutions and its functionality at any time. We provide EMPLOYER SOLUTIONS TO YOU "AS IS." WE MAKE NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, WITH RESPECT TO EMPLOYER SOLUTIONS. WE SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We cannot guarantee that Your access to Employer Solutions will be uninterrupted or error-free.

**8. Exclusion of Damages.** WE SHALL NOT BE LIABLE TO YOU, UNDER ANY CIRCUMSTANCE, FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF EMPLOYER SOLUTIONS, EVEN IF WE HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. This limitation of liability does not apply to claims for laboratory drug testing errors resulting solely from Our negligence.

**9. Compliance with Laws.** Both parties agree to comply with all applicable laws, rules and regulations ("Applicable Laws"). Applicable Laws include, but are not limited to, federal and state privacy and confidentiality laws, rules and regulations.

**10. Miscellaneous.** This Agreement constitutes the entire understanding of the parties regarding the subject matter of this Agreement. It may not be amended or modified except by a writing signed by the parties. You may not assign or otherwise transfer this Agreement to any other person or entity. This Agreement shall be governed by New Jersey law, without regard to conflict of laws principals. All communications hereunder shall be in writing and shall be sent by either email or registered or certified mail, return receipt requested. All notices to Us shall be addressed to Employer Solutions Administrator Quest Diagnostics Incorporated, 1201 South Collegeville Road, Collegeville, PA 19335, CV3035. We may also give notices or other communications by posting, displaying, or providing links to notices or other communications on Our website at [www.questdiagnostics.com](http://www.questdiagnostics.com) and/or [www.employersolutions.com](http://www.employersolutions.com)

**11. Logo/Publicity.** You shall not use the name or logo of Quest Diagnostics or Employer Solutions and shall not originate any publicity, news release, or other public announcement, whether written, oral or via the Internet, relating to either Quest Diagnostics or Employer Solutions, this Services Agreement, any and all related Agreements, and/or Amendments, without the prior written approval of Quest Diagnostics.

By signing below, You acknowledge that You have read this Agreement, You understand and agree to its terms and conditions, and are authorized to bind the group, practice, or entity listed below.

**Quest Diagnostics Incorporated**

**BLACK HORSE PKE REG SCHL**

(Your Full Legal Entity Name)

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_