Quest Diagnostics

# SUBSTANCE ABUSE TESTING SERVICES AGREEMENT

This Agreement for company-sponsored substance abuse testing services (the "Agreement") is made effective as of the 1st day of July, 2006 by and between Quest Diagnostics Incorporated ("Quest Diagnostics") and University of Iowa ("Purchaser"), and defines the services that Quest Diagnostics will provide Purchaser.

1) **Description Of Protocol.** Quest Diagnostics will provide testing of Purchaser's specimens at a Quest Diagnostics laboratory certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), and will be tested with respect to substance abuse testing on either urine, oral fluid and/or hair specimens for the presence of the compounds at the detection (cutoff) levels indicated in **Exhibit A** of this Agreement.

2) **Test Orders, Specimen Collection And Specimen Transportation.**

2.1) Test Orders. Purchaser will ensure that all specimen testing is ordered by a person authorized by Purchaser pursuant to applicable law.

2.2) Specimen Collection. Purchaser and Quest Diagnostics agree to provide collection of specimens in the following manner:

a) Purchaser may choose to refer ~~applicants/employees~~ student-athletes to Quest Diagnostics' Patient Service Centers ("PSCs") for specimen collections at the additional charge outlined in **Exhibit B**; or

b) Purchaser may choose to refer ~~applicants/employees~~ student-athletes to 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 third-party collection sites and for payment of third-party collection fees. Fees outlined for management of collection services are outlined in **Exhibit B** of this Agreement.

2.3) Specimen Transportation. If Purchaser desires, Quest Diagnostics will provide overnight transportation of all specimens to the appropriate testing site at a fee outlined in **Exhibit B** of the Agreement. If 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 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.** Purchaser shall complete **Exhibit C** to this Agreement, which shall include the name and Unique Physician Identification Number (UPIN) and state license number for the MRO. Holidays and weekend work schedules may alter the schedule of results availability described above.

3.2) Results Delivery. Where existing service permits, Quest Diagnostics' couriers will return results to a recipient specified by Purchaser. Otherwise, results will be returned according to a procedure agreed upon by Purchaser and Quest Diagnostics, including electronic reporting of results where feasible. Any extra expense associated with the reporting of results by overnight commercial courier, U.S. Mail, etc., shall be borne by Purchaser as set forth in **Exhibit B** to this 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 collection supplies are available at additional cost as set forth in Exhibit B.

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 B** 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.

6.2) Litigation Assistance Fees. Quest Diagnostics is qualified and available to provide litigation assistance for Purchaser at the fees outlined in **Exhibit B** 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~~ six (6) months' 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) Quest Diagnostics and Purchaser are independent contractors.

**(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 to the MRO. The MRO will review and verify the test results and then 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.

10) **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.

11) **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.

12) **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. No specimen will be accepted and/or processed pursuant to this Agreement from Purchaser and/or Purchaser's Client's or any others for the purpose of "pre-testing". "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 steriods.

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

| QUEST DIAGNOSTICS INCORPORATED ("Quest Diagnostics") | | University of Iowa ("Purchaser") | |
|---|---|---|---|
| Signature: | Leonard Wadewitz | Signature: | Laura Reed |
| Print Name: | Leonard Wadewitz | Print Name: | LAURA REED |
| Title: | Account Executive | Title: | Asst President UI |
| Date: | 6-22-06 | Date: | 6/22/06 |

only with changes as outlined.

## EXHIBIT A DESCRIPTION OF NONREGULATED TESTING PROTOCOL

- Quest Diagnostics will provide qualitative urine substance abuse tests as required by Purchaser. Initial screen will be by Enzyme Immunoassay ("EIA").
- Presumptive positives will be confirmed by gas chromatography/mass spectrometry ("GC/MS").
- Each specimen will be assayed for the presence of the following compounds at the detection levels indicated (check which panel applies).

__ Five Metabolite Panel

| DRUG GROUP | EMIT SCREEN DETECTION LEVEL* ng/mL** | GC/MS CONFIRMATION DETECTION LEVEL ng/mL** |
|---|---|---|
| Amphetamines | 1000 | 500 |
| Cocaine Metabolite | 300 | 150 |
| Marijuana Metabolite | 50 | 15 |
| Opiates | 2000 | 2000 |
| Phencyclidine | 25 | 25 |

OR

__ Ten Metabolite Panel

| DRUG GROUP | EMIT SCREEN DETECTION LEVEL* ng/mL** | GC/MS CONFIRMATION DETECTION LEVEL ng/mL** |
|---|---|---|
| Amphetamines | 1000 | 500 |
| Barbiturates | 300 | 200 |
| Benzodiazepines | 300 | 200 |
| Cocaine Metabolite | 300 | 150 |
| Marijuana Metabolite | 50 | 15 |
| Methadone | 300 | 200 |
| Methaqualone | 300 | 200 |
| Opiates | 2000 | 2000 |
| Phencyclidine | 25 | 25 |
| Propoxyphene | 300 | 200 |

* The detection levels indicated represent the lowest cutoff concentration for an analyte within that class. Actual cutoff levels for other analytes within the class may be different.

**nanograms/milliliter - The above detection levels, list of analytes, and test methodologies are subject to adjustment when required by applicable government regulations or guidelines.

- Quest Diagnostics will also assay each specimen for signs of possible adulteration. Specimen adulteration assays will consist of the following:

Creatinine
Specific Gravity (when indicated)
pH

OR

Reportable Creatinine
Reportable Specific Gravity (when indicated)
Reportable pH
Glutaraldehyde (when indicated)
Oxidizing Adulterants:
- Nitrites
- Chromates
- Halogens

## EXHIBIT A DESCRIPTION OF REGULATED TESTING PROTOCOL

- Quest Diagnostics will provide qualitative urine substance abuse tests as required by Purchaser.
- Analysis of urine specimens will be collected in accordance with applicable Federal regulatory procedures.
- Initial screen will be by Enzyme Immunoassay ("EIA").
- Presumptive positives will be confirmed by gas chromatography/mass spectrometry ("GC/MS").
- Each specimen will be assayed for the presence of the following compounds at the detection levels indicated.

| DRUG GROUP | EMIT SCREEN DETECTION LEVEL* ng/mL** | GC/MS CONFIRMATION DETECTION LEVEL ng/mL** |
|---|---|---|
| Amphetamines | 1000 | 500 |
| Cocaine Metabolite | 300 | 150 |
| Marijuana Metabolite | 50 | 15 |
| Opiates | 2000 | 2000 |
| Phencyclidine | 25 | 25 |

* The detection levels indicated represent the lowest cutoff concentration for an analyte within that class. Actual cutoff levels for other analytes within the class may be different.

**nanograms/milliliter - The above detection levels, list of analytes, and test methodologies are subject to adjustment when required by applicable government regulations or guidelines.

- Quest Diagnostics will also assay each specimen for signs of possible adulteration. Specimen adulteration assays will consist of the following:

Creatinine
Specific Gravity (when indicated)
pH

OR

Creatinine
Specific Gravity (when indicated)
pH
Glutaraldehyde (when indicated)
Oxidizing Adulterants:
- Nitrites
- Chromates
- Halogens

- Quest Diagnostics will provide to Purchaser statistical summary reports as required by the applicable Federal agency.

## EXHIBIT A DESCRIPTION OF HAIR TESTING PROTOCOL

- Initial screen will be by Enzyme Immunoassay ("EIA").
- Presumptive positives will be confirmed by gas chromatography/mass spectrometry ("GC/MS").
- Each specimen will be assayed for the presence of the following compounds at the detection levels indicated.

| DRUG GROUP | INITIAL TEST LEVEL | CONFIRMATORY TEST LEVEL | CONFIRMATORY METHOD* |
|---|---|---|---|
| Amphetamines | 300 pg/mg | | |
| Amphetamine | | 300 pg/mg | GC/MS |
| Methamphetamine | | 300 pg/mg | GC/MS |
| MDA (Methylenedioxy-Amphetamine) | | 300 pg/mg | GC/MS |
| MDMA (Methylenedioxy-Methamphetamine) | | 300 pg/mg | GC/MS |
| Cocaine/Metabolites | 300 pg/mg | | |
| Benzoylecgonine | | 300 pg/mg | GC/MS |
| Cocaine | | 300 pg/mg | GC/MS |
| Cocaethylene | | 300 pg/mg | GC/MS |
| Marijuana Metabolite (THC-COOH) | 1.0 pg/mg | 1.0 pg/mg | GC/MS/MS |
| Opiates | 500 pg/mg | | |
| Morphine | | 500 pg/mg | GC/MS |
| Codeine | | 500 pg/mg | GC/MS |
| 6-Monoacetylmorphine (6-MAM) | | 500 pg/mg | GC/MS |
| Phencyclidine | 300 pg/mg | 300 pg/mg | GC/MS |

* GC/MS includes GC/MS/MS which may be used for some analytes

## EXHIBIT A DESCRIPTION OF ORAL FLUID TESTING PROTOCOL

- Initial screen will be by Enzyme Immunoassay ("EIA").
- Presumptive positives will be confirmed by gas chromatography/mass spectrometry ("GC/MS").
- Each specimen will be assayed for the presence of the following compounds at the detection levels indicated.

| DRUG GROUP | INITIAL TEST LEVEL | CONFIRMATORY TEST LEVEL | CONFIRMATORY METHOD* |
|---|---|---|---|
| Methamphetamines | 40 ng/mL | | |
| Methamphetamine | | 40 ng/mL | GC/MS |
| MDA | | 40 ng/mL | GC/MS |
| MDMA | | 40 ng/mL | GC/MS |
| Amphetamine | 100 ng/mL | 40 ng/mL | GC/MS |
| Cocaine Metabolites | 5 ng/mL | | |
| Benzoylecgonine | | 2 ng/mL | GC/MS |
| Marijuana | 1 ng/mL | 0.5 ng/mL | GC/MS |
| Opiates | 10 ng/mL | | |
| Morphine | | 10 ng/mL | GC/MS |
| Codeine | | 10 ng/mL | GC/MS |
| Hydromorphine | | 10 ng/mL | GC/MS |
| Hydrocodone | | 10 ng/mL | GC/MS |
| 6-Monoacetylmorphine | | 10 ng/mL | GC/MS |
| Phencyclidine | 1 ng/mL | 0.5 ng/mL | GC/MS |

* GC/MS includes GC/MS/MS which may be used for some analytes

## EXHIBIT B 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: |
|---|---|---|
| COLLECTION FEE | [8766] | $10.00 |
| COLLECTION FEE - PREFERRED | [35499] | $14.00 |
| NIDA 5 DRUG PANEL | [7643] | $23.38 |
| SAP 5-50/300 | [35533] | $23.38 |
| SAP8-20/300 | [21416] | $18.00 |
| SAP8-20/300 + alc | [21417] | $22.00 |
| Ephedrine | [19002] | $50.00 |
| SAP-8 | [22446] | $18.00 |
| SAP-8+Alc | [22445] | $22.00 |
| | | |
| | | |
| Steroid Panel 3, tc | 38291 | $77.25 |
| Steroid Panel 1, tc | 38288 | $77.25 |
| Steorid Panel 5, tc | 38271 | $106.09 |
| SAP7-50/300, tc | 35534 | $23.38 |
| SAP7-50/300, tc | 38202 | $23.38 |
| SAP7-20/300, tc | 38203 | $27.38 |
| Steroid Panel 4, tc | 38269 | $100.94 |

***SUMMARY OF SERVICES INCLUDED IN ABOVE PRICING***

- Substance Abuse Panel

  All inclusive fee for initial screen and confirmation of all positives by GC/MS
- Other Charges:
  - Account set up fee, local $50.00
  - Account set up fee, national $250.00
- Transportation of **ALL** specimens to laboratory
- Collection of specimens ~~at a Quest Diagnostics Patient Service Center~~ Courier Service
- Supplies for specimen collection (excluding Custody and Control Forms or requisitions)
- Standard specimen adulteration tests—list the actual compounds
- 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***

- Bundled fees for MRO services
- TestSure tm quantitative adulteration detection panel
- Test Documentation Packet
- Custom Requisitions
  - Set-up - $2,000 per form type
  - Minimum order commitment of 5,000 forms
- Custom Supplies

***LITIGATION ASSISTANCE AS FOLLOWS:***

- Expert Witness — $500.00/day | $75.00/hour after eight hours | Travel expenses
- Deposition (On site at Quest Diagnostics' Lab) — $100.00/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%.

## EXHIBIT B FEES

Quest Diagnostics will provide the substance abuse services indicated at the following fees:

- Substance Abuse Panel Service Package defined in **Exhibit A** includes:
  - Adulteration assays
  - Handle rejected specimens or those unfit for testing
  - Retention of specimens in frozen storage for one year
  - Consultation with Quest Diagnostics' scientific and medical personnel
  - Specimen transportation

- Screen Analysis — see fees
- Confirmation Analysis — $ 0.00 /Analyte
- Additional services provided Include:
  - Collection of specimen's at Quest Diagnostics' available patient service centers — $ 10.00 /Collection
  - Litigation assistance as follows:
    - Expert Witness — $500.00/day; $75.00/hour after eight hours; Travel expenses
    - Deposition (On site at Quest Diagnostics' Lab) — $100.00/Hour
    - Test Documentation Packet — $250.00/Packet
    - Record Retrieval — $50.00/Record

EXHIBIT C

SUBSTANCE ABUSE TESTING SERVICES AGREEMENT

BETWEEN QUEST DIAGNOSTICS AND University of Iowa

DATED: 6/22/06

(To Be Completed By Purchaser in Full)

*Medical Review Officer ("MRO")

| NAME | UPIN | LICENSE NUMBER(S) | STATES |
|---|---|---|---|
| Raymond R Crowe M.D. | AD1311 | 18616 | IA |
| | | | |
| | | | |
| | | | |
| | | | |

*NOTE: Please provide notice of any change to this attachment to Quest Diagnostics Incorporated, 1201 South Collegeville Road, Collegeville, PA 19426, Attn.: ES Sales Support (CV-3035).

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## 22446N – SAP 8-20/300

| DRUG CLASS | INITIAL TEST LEVEL | CONFIRMATORY TEST LEVEL | CONFIRMATORY METHOD |
|---|---|---|---|
| AMPHETAMINES | 300 ng/mL | | |
| Amphetamine | | 100 ng/mL | GC/MS |
| Methamphetamine | | 100 ng/mL | GC/MS |
| BARBITURATES | 300 ng/mL | | |
| Amobarbital | | 100 ng/mL | GC/MS |
| Butalbital | | 100 ng/mL | GC/MS |
| Pentobarbital | | 100 ng/mL | GC/MS |
| Phenobarbital | | 100 ng/mL | GC/MS |
| Secobarbital | | 100 ng/mL | GC/MS |
| BENZODIAZEPINES | 300 ng/mL | | |
| Alprazolam Metabolite | | 100 ng/mL | GC/MS |
| Oxazepam | | 100 ng/mL | GC/MS |
| COCAINE METABOLITES | 300 ng/mL | 50 ng/mL | GC/MS |
| MARIJUANA METABOLITES | 20 ng/mL | 5 ng/mL | GC/MS |
| OPIATES | 300 ng/mL | | |
| Morphine | | 100 ng/mL | GC/MS |
| Codeine | | 100 ng/mL | GC/MS |
| PHENCYCLIDINE | 25 ng/mL | 5 ng/mL | GC/MS |
| PROPOXYPHENE | 300 ng/mL | 100 ng/mL | GC/MS |

## 22445N – SAP 8-20/300 + ALC

| | | | |
|---|---|---|---|
| AMPHETAMINES | 300 ng/mL | | |
| Amphetamine | | 100 ng/mL | GC/MS |
| Methamphetamine | | 100 ng/mL | GC/MS |
| BARBITURATES | 300 ng/mL | | |
| Amobarbital | | 100 ng/mL | GC/MS |
| Butalbital | | 100 ng/mL | GC/MS |
| Pentobarbital | | 100 ng/mL | GC/MS |
| Phenobarbital | | 100 ng/mL | GC/MS |
| Secobarbital | | 100 ng/mL | GC/MS |
| BENZODIAZEPINES | 300 ng/mL | | |
| Alprazolam Metabolite | | 100 ng/mL | GC/MS |
| Oxazepam | | 100 ng/mL | GC/MS |
| COCAINE METABOLITES | 300 ng/mL | 50 ng/mL | GC/MS |
| MARIJUANA METABOLITES | 20 ng/mL | 5 ng/mL | GC/MS |
| OPIATES | 300 ng/mL | | |
| Morphine | | 100 ng/mL | GC/MS |
| Codeine | | 100 ng/mL | GC/MS |
| PHENCYCLIDINE | 25 ng/mL | 5 ng/mL | GC/MS |
| PROPOXYPHENE | 300 ng/mL | 100 ng/mL | GC/MS |
| ALCOHOL, ETHYL (U) | | 0.02 g/dL | GC |



Revision Date: 07/01/2006

Quest Diagnostics

Exhibit A-Amendment

Test Code: 38291
Steroid Panel 3

Anabolic Agents:

Bolasterone Metabolite, Boldenone Metabolite, Clenbuterol, Clostebol Metabolite, Danazol &/or Metabolite, DHCMT (Dehydrochloromethyltestosterone) Metabolite, Dihydrotestosterone, Dromostanolone &/or Metabolite, Ethylestrenol/Norethandrolone Metabolite, Fluoxymesterone Metabolite, Formebolone Metabolite, Furazabol Metabolite, Mesterolone &/or Metabolite, Methandienone (Dianabol, Methandrostenolone) Metabolite, Methandriol &/or Metabolite, Methenolone &/or Metabolite, Methyltestosterone Metabolite, Mibolerone Metabolite, Nandrolone/ Norandrostendione/Norandrostendiol Metabolite, Oxandrolone &/or Metabolite, Oxymesterone, Oxymetholone Metabolite, Stanozolol Metabolite, Testosterone/Androstendione/ Androstendiol/DHEA (T/E Ratio > 6), Trenbolone Metabolite Human Chorionic Gonadotropin (hCG > 25 mIU/mL)

Masking Agents:
Probenecid, Epitestosterone (> 200 ng/mL)