

#### SUBSTANCE ABUSE TESTING SERVICES AGREEMENT

This Agreement for company-spo	insored <u>su</u>	bstance abuse testing services (the "Agreement") is made effective as of the
25TH day of JULY	. 200 B	by and between Quest Diagnostics Incorporated ("Quest Diagnostics") and
STUDENT HEALTH SVCS/196		("Purchaser"), and defines the services that
Quest Diagnostics will provide Pa	irchaser.	

- Description Of Protocol. Quest Diagnostics will provide testing of Purchaser's specimens at a Quest Diagnostics taboratory 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) <u>Test Orders.</u> Purchaser will ensure that all specimen testing is ordered by a person authorized by Purchaser pursuant to applicable law.
  - 2.2) <u>Specimen Collection.</u> Purchaser and Quest Diagnostics agree to provide collection of specimens in the following manner:
    - a) Purchaser may choose to refer applicants/employees to Quest Diagnostics' Patient Service Centers ("PSCs") for specimen collections at the additional charge outlined in Exhibit 8; or
    - b) Purchaser may choose to refer applicants/employees 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)

- Ouest 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 8 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 contain the weaponers are process in containers designed to matrice the pussionary of during shipment and must be securely sealed.
- 3) Results Availability And Delivery.
  - Results Availability. Quest Diagnostics will release negative text results in 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 (4R) 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 after 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.
- 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 8.
- 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 taws 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

- Fees and Payment Terms. Quest Diagnostics with involce 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) <u>Litipation Assistance Fees.</u> Quest Diagnostics is qualified and available to provide litigation assistance for Purchaser at the fees outlined in Exhibit B of this Agreement.
- Term And Termination. This Agreement shall continue from the Effective Date until terminated by either party with or without cause upon thiny (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) <u>Assignment.</u> 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)

- 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.
  - 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.
- 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 steroids.

this Agreement through their authorized agents.
STUDENT HEALTH SVCS/196
("Purchaser")
Signature: Lei Crawley
Print Name: 4 TERI Crowley
Title: F Front Office Supervisor
Date: (28-1-06



# Letter Of Agreement For On-Site Drug Point Of Collection Test (POCT)

<del> </del>					
Quest Diagnostics inco customer, subject to the	rporated ("Quest Diagnostics") will e following provisions:	provide the On-Site I	Drug POCT pr	oduct to the	following
CLIENT NUMBER(S):	42025315				
POCT# to be assigned:					
CUSTOMER:	STUDENT HEALTH SVCS/196	<u> </u>		1	
ATTN:	UNIV. OF NEVADA-RENO			<del>-</del>	
ADDR:	REDFIELD BLDG #196				
CITY:	RENO				
STATE:	NV				
ZIP;	89557				
CUSTOMER CONTACT:					
PHONE:	775-784-6598				
EXT:			•		-
FAX:	775-784-1298		•		
BILLING ARRANGEMEN Type: Number: Expiration Date:	TS (If Credit Card):				
Card Holder:		-			
QUANTITY OF KITS:					
UNIT PRICE:				•	
PREPAY AMOUNT:					-
SALES AND USE TAX (If Applicable):					
TOTAL PURCHASE PRICE:					
QUEST DIAGNOSTICS REPRESENTATIVE:	ADAM SILBERT				

#### 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;	CBent Test Gode Price:
HAIR Hair Sap 5 =(19670)	\$45.00
ORAL FLUID TESTING	\$25,00
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#### 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
- Collection of specimens at a Quest Diagnostics Patient Service Center
- 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 untit 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 Deposition (On site at Quest Diagnostics' Lab)

\$500.00/day | \$75.00/hour after eight hours

Test Documentation Packet (Litigation Packet)

\$100.00/Hour \$250.00/Packet

Record Retrieval

\$50.00/Record

m. Prices contained within this proposal are offered for 30 days from the proposal date.

Travel expenses

. Bundled pricing is based on positive rate of up to 5%.

### **IERMS**

PRICING TERMS: Customer agrees to purchase, pay for and receive the actual quantity of POCT kits ordered at the above referenced Total Purchase Price.

Product Nu	mber: Name:	Price Per Kit
POC0117	Hair Collection Training CD	\$0.00
POC0080	Intercept Kit - without Fed Ex Shipping Supplies	\$4.00
POC0050	Hair Kit - without Fed Ex Shipping Supplies	\$1.50
POC0116	Intercept Collection Training CD	\$0.00
ab Based S	Screen and/or Confirmation	Price Per Te
HAIR	Hair Sap 5 =[19670]	\$45.00
ORAL	38535	<b>#</b> 25
		<i> </i>

EFFECTIVE D	ATE: The pricing quoted in the	ris Agreement	, subject to	the terms of this	Agreement:	shall be effective
beginning on	7/25/2006					

PAYMENT TERMS: Payment due fifteen (15) days upon receipt of a Quest Diagnostics invoice.

In the event Quest Diagnostics or you discontinue or terminate this Agreement, you will be obligated to pay for POCT kits provided to you prior to the discontinuance or termination of services.

SHIPPING TERMS: The entire order can be shipped within thirty (30) days of the execution and acceptance of this Agreement. Partial shipment of the order is also available; please indicate the quantity to be shipped as indicated above.

LAB BASED SCREENING AND/OR CONFIRMATION: Customer shall have the option at an additional cost for Quest Diagnostics to perform option 1 – [Screen + Gas Chromatography/Mass Spectrometry Confirmation (GC/MS)] or option 2 – [GC/MS].

RETURN TERMS: The Or-Site Drug POCT product is not returnable, for other than the following reasons or except as otherwise required by applicable law:

- Device is defective;
- Units were received damaged or incomplete; and/or
- Units were delivered to customer passed the marked expiration date as indicated on Device.

REFUND TERMS: No refunds will be issued for returned devices. Devices returned for any of the above reasons will be replaced at no additional cost to the customer.

TERMINATION: This Agreement will take effect on the 25TH day of JULY , 20 06 , and shall terminate upon completion of both parties' obligations hereunder; or upon receipt by either party of written notice by the other to terminate this Agreement.

LEGISLATIVE/REGULATORY CHANGE: In the event federal or state legislative and/or regulatory changes impact Quest Diagnostics' ability to provide the On-Site Drug Point Of Collection Test device, Quest Diagnostics will retain the right, upon prior written notice to client, to immediately amend this Agreement to fully comply with any legislative or regulatory changes. All other modifications or amendments to this Agreement will not be binding unless reduced to writing and signed by the parties hereto.

Use of POCT kits for workplace drug testing is not authorized in every state or U.S. territory. Customer is solely responsible for determining if the POCT kits can be used in a specific state or if the POCT kit is restricted in any given state. Customer agrees that customer will not use the POCT kit in a state where such use is unlawful or for a purpose which is unlawful.

DISCLAIMER/EXCLUSIONS OF WARRANTIES: Quest Diagnostics provides to you On-Site Drug Point of Collection Test device to Customer "AS IS". QUEST DIAGNOSTICS MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, WITH RESPECT TO THE POCT KITS. QUEST DIAGNOSTICS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NSURANCE: Quest Diagnostics and Customer each agree to maintain, each at its own expense, comprehensive general and irofessional liability insurance or with respect to Quest Diagnostics only, self-insurance as may be necessary to protect itself and its employees, agents or representatives against any claims, liabilities, expenses, damages or judgments, including talpractice or negligence, that might arise out of this Agreement including any liability or expense resulting from the idemnification obligation of that party as set forth above.

QUEST DIAGNOSTICS' LOGO/PUBLICITY: Customer 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.

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.

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

IN WITNESS HEREOF, the parties hereto have caused this Letter of Agreement to be executed as of the date and year first above written.

QUEST DIAGNOSTICS INCORPORATED:	CUSTOMER:			
	STUDENT HEALTH SVCS/196			
Signature:	Signature: X TERU Claus Cix.			
Print Name:	Print Name: 16 TENI Crowley			
Title:	Title: X front office Supervisor			
Date:	Date: Aug 1, 2000			

Labone

		AMENDMENT OF AG	KEEMEN! BE! A	TEEN
Student Health	Svcs/195 (42025.	315)	AND	QUEST DIAGNOSTICS
Diagnostics	MENT is entered in ES Svcs/196 (42025)	("Quest Diagnostics"), and	July ("Clier	, 200 7, by and between Quest
1		<del></del>		
		-	1st day of July	, 200 3
penomance o	r clinical laboratory	testing services (the "Agreeme	ent ); <b>an</b> d	
more fully set f	orth below. FORE, in consider		e mutual covenan	rovide for changes to the fees as
-	Journa legality frese	ay, onem and does, brognosi	ice agree as lono	<del>4.0</del> 4
1) Effective	7/1/07 , th	e tests listed below are hereby	added to the Agr	eement.
TEST	CODE	TEST NAME	PRICE	
21791N	Sports	Expanded	\$125.00	
19450N	SAP 6-	50/300 +ALC +MDMA/NIT	\$17.04	
				indicated .
Military				
and the same of th				
hereto.		_		ratified and confirmed by each of the parties  y, month and year first written above.
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,	<del>-</del> ,			
Signature:			Signature:	Lei Crawley
Print Name:	oug Meiser		Print Name:	Teri Crawley
Title:			Title:	Front office Supervisor
Dete:			Date:	1-17-87