

## **Testing Agreement for Madison County Drug Court**

### **For the Analysis of Hair Samples and Oral Fluid Samples**

We at Omega Laboratories, Inc. look forward to establishing a long and cordial relationship with you and your organization. Based on our experience, we have determined that the relationship with our customers is most successful when both our company and our clients follow a clearly defined series of operating procedures.

You are free to discontinue the use of our services at any time. However, we are committing to you that we will perform drug testing services in a professional and thorough manner, and that we will maintain our price schedule for the agreed-upon term.

In order to begin processing samples, we are asking you to read and agree to the following Operating Procedures. Hereafter each party will be referred to as "Client/Company" and "Omega".

Client/Company is interested in obtaining Hair Samples and Oral Fluid Samples from prospective donors. Omega has the capability and is lawfully licensed to perform such drug testing services. Therefore, for the mutual benefit of both parties, Client/Company and Omega agree to the following procedures and conditions:

1. Omega will supply training materials and other necessary support to perform sample collections, accessioning and chain-of-custody requirements. Omega will furnish all other technical and administrative support as needed.
2. For collection of oral fluid samples, Omega will provide, for a predetermined fee, the Custody & Control Form and the collection kit, consisting of an oral specimen vial and collection pad (refer to Attachment A for pricing).
3. For collection of hair samples, Omega will supply kits consisting of hair specimen containers, foil, transport bags, and Custody & Control Forms at no charge.
4. Client/Company will supply scissors, alcohol wipes, and a suitable location for collecting hair specimens and oral fluid specimens.
5. If Client/Company prefers to have an outside agency perform the collection of hair samples or oral fluid samples, Omega will not be held responsible for any Third Party errors and omissions that may occur in the collection process. Omega will also not be responsible for collection fees or any other charges unless otherwise noted.
6. Omega shall use its best efforts to report results, negative and positive, within three business days of receiving the sample. Any samples Omega receives after 12:00 PM (Noon EST) will be considered as being received the following business day.
7. If Omega receives a sample containing an insufficient amount of hair or oral fluid required to perform analytical testing, Client/Company will be notified and charged a fee to cover supplies/administrative costs (refer to Attachment A for pricing). This will be reported as "QNS" (Quantity Not Sufficient). Client will need to submit a new sample to complete testing.
8. All hair samples shall be properly stored by Omega for one (1) year.
9. All positive oral fluid samples shall be properly stored by Omega for one (1) year. All negative oral fluid samples shall be disposed of after fourteen (14) days.
10. All reporting and associated interpretation of test results will be submitted by Omega in a confidential manner satisfactory to the designated representatives of the Client/Company as indicated on the Setup Form.
11. After a sample has been analyzed and completed, Omega will submit a report to

Client/Company containing the results. Omega's responsibility for the confidentiality of report information shall be met when Omega reports such results. The Client/Company representative assumes responsibility for confidentiality after receiving the reporting, including responsibility to ensure that fax material is handled in a secure manner upon receipt at the designated representative's location.

12. The Client/Company is responsible for the accurate interpretation, use, and confidentiality of the test results. Omega shall not be responsible for any liabilities, claims, judgments, damages, penalties, fines, costs or expenses, arising out of any claim caused by Client/Company's misinterpretation, misuse, or lack of confidentiality of test results.
13. In the event an individual challenges the accuracy, reliability, or chain-of custody associated with Omega results, Omega will furnish administrative and technical support necessary to support the data at no extra cost to Client/Company. If Court and Legal testimony or additional legal documentation is requested by Client/Company, Omega will provide it and bill Client/Company in accordance with Omega's current Legal Support Services Rate List.
14. Client/Company shall not be responsible for any liabilities, claims, judgments, damages, penalties, fines, costs or expenses, arising from any claim caused by any error or omission, caused, or alleged to be caused, by the negligence of Omega, its employees, subcontractors, or agents in carrying out the terms of this agreement.
15. Each party agrees to notify the other in the event that any claim or suit arising out of the testing performed by Omega, pursuant to this agreement, is initiated against either party. Each party agrees to provide full cooperation to the other at all times during the time that any such claim or suit is pending.
16. Client/Company will receive an itemized statement during the first week of each month for the cost of all services performed in the previous month. Client/Company must notify Omega of any billing issues within 6 months to receive credit. In the event that Omega sends the account for collection and/or initiates litigation in order to collect overdue amounts, Client/Company shall be liable for all costs and expenses of such collection and/or litigation, including reasonable attorney's fees, court costs and expenses. Our terms are Net 30 Days.
17. Any changes to Client setup information (contacts, addresses, reporting methods, etc.) must be submitted in writing by an approved Client contact.
18. Omega's standard hair test covers 1.5" of head hair. When received at the laboratory:
  - a. Any head hair samples that are longer than 1.5" will be cut to the appropriate length.
  - b. Any head hair samples that are shorter than 1.5" will be tested at their current length.
  - c. Head hair samples may be segmented upon request. Any segmented samples will be billed at the cost of one test charge per segment, regardless of length. Note that significant usage of hair segmentation may result in additional processing charges.
  - d. Body hair may be submitted in the absence of head hair. Body hair samples will be processed as-is regardless of length and cannot be segmented.
19. Omega shall not be liable for, under any legal theory, any claims or damages arising out of, or in connection with, data privacy practices, errors, or breaches by any third-party holder of data, including (but not limited to) medical review services, online results reporting and integration services (including the use of an electronic custody and control form), or independent specimen collection sites or services. Client use of these services, and any online or website portal access, is undertaken at Client's sole risk and Client expressly waives and releases any claim by it against Omega Laboratories arising from such services. Client agrees to defend and indemnify Omega Laboratories for any such claim made by or through Client, including but not limited to, claims for personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence, even if foreseeable), breach of contract or otherwise, and any other alleged direct, indirect, special, incidental, consequential, or punitive damages.

- 20. Client warrants that it shall comply with all federal and state laws and regulations and any ethical rules that pertain to the purchase and resale of laboratory testing services performed by an independent laboratory, including, without limitation, any state or federal direct billing and anti-markup limitations, required patient notifications and the collection of co-insurance and deductibles.
- 21. The cost(s) Omega will charge Client/Company for samples tested are listed in Attachment A. These represent the total cost of the testing. There are no additional, extra, or hidden fees. **The pricing quoted is only valid for 30 DAYS from “Sent” date shown on this agreement. Once the agreement is signed and returned agreement pricing will be effective for one calendar year.**
- 22. Either party may terminate this Agreement immediately and at any time by providing the other party with written notice.
- 23. Omega will notify Client/Company of amendments, modifications, alterations, supplements, or substitutions to this agreement in writing.

We ask that you read this TESTING AGREEMENT, and then confirm that you have read it by signing your name below, initialing each page, and forwarding it to Omega Laboratories, Inc. 400 N. Cleveland Ave., Mogadore, OH 44260. Or fax to (330) 628-5803.

**Omega Laboratories, Inc.**

**Client: Madison County Drug Court**

Signature: Anthony DeAngelo

Signature: \_\_\_\_\_

Print Name: Anthony DeAngelo

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

Title: Account Executive

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

Date: 2/18/2020

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

Completed by Omega	Rep: AD	Sent: 2/18/2020	Rec'd:	Acct #:	Approved by: <u>MEF</u>
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## Attachment A

### Testing Agreement for Madison County Drug Court

**Pricing:** The cost(s) Omega will charge Client/Company for samples tested are listed below. Analysis includes ELISA screening and GC/MS, GC/MS/MS or LC/MS/MS confirmation for all samples as needed. If the Primary Purpose of Test is misrepresented or Positive Rate exceeds the below limit for five (5) weeks then Omega reserves the right to adjust pricing. Omega will notify Client/Company in writing of any price adjustments.

Primary Purpose of Test: Gov/CJ  
Positive Rate: Positive rate not to exceed 40%

<b>Hair 5-Panel test</b> <i>Cocaine, opiates, methamphetamine, phencyclidine, &amp; marijuana</i>	<b>\$52.00</b>
<b>Hair 5-Panel plus Extended Opiates test</b> <i>All 5-Panel drugs plus oxycodone, oxymorphone, hydrocodone, and hydromorphone</i>	<b>\$54.00</b>
<b>Hair 7-Panel test</b> <i>All 5-Panel plus Extended Opiates drugs plus benzodiazepines</i>	<b>\$99.00</b>
<b>Hair 13-Panel test</b> <i>All 5-Panel plus Extended Opiates drugs plus benzodiazepines, barbiturates, methadone, tramadol, fentanyl, and buprenorphine</i>	<b>\$159.00</b>
<b>Hair 17-Panel test</b> <i>All 13-Panel plus propoxyphene, meperidine, ketamine, and zolpidem</i>	<b>\$179.00</b>
<b>Hair 18-Panel test</b> <i>All 17-Panel plus methcathinone</i>	<b>\$209.00</b>
<b>Oral Fluid 6-Panel test</b> <i>Cocaine, opiates, methamphetamine, amphetamine, phencyclidine, &amp; marijuana</i>	<b>\$26.00</b>
<b>Oral Fluid 10-Panel test</b> <i>All 6-Panel drugs plus oxycodone, methadone, benzodiazepines, and barbiturates</i>	<b>\$28.00</b>
<b>Intercept Oral Fluid collection device</b> <i>Order in groups of 25; typically expire in 18-24 months</i>	<b>\$3.00</b>
<b>QNS/Rejected Sample Fee</b> <i>For samples containing an insufficient amount of hair or oral fluid required to perform analytical testing</i>	<b>\$10.00</b>
<b>Retest Fee</b> <i>For retesting/reconfirmation of a previously positive result (not available as a standalone test)</i>	<b>\$45.00/Analyte</b>
<b>Domestic Shipping via Omega's Overnight Courier</b> <ul style="list-style-type: none"><li>○ <u>Contiguous 48 United States only.</u></li><li>○ All shipments must be sent in a Standard Letter Envelope using Billable Stamp preprinted labels</li><li>○ If either of the above conditions are not met, the Client will be responsible for any additional charges</li><li>○ Client may use their own shipping account at no charge</li></ul>	<b>\$10.00/Package</b>
<b>Legal Support Services</b> <ul style="list-style-type: none"><li>○ Billed in accordance with Omega's current Legal Support Services Rate List</li></ul>	

**OMEGA LABORATORIES CLIENT SET-UP FORM**

Client Name: **Madison County Drug Court**

Address: PO Box 608

City: Canton State/Prov: MS Postal Code: 39046

Phone: 601-855-5500 Fax:

All Contacts:

Email: comptroller@madison-co.com (billing)

**Default Test Information:** *Please select only one item from each list below.*

**Test Type:**  Hair 5-panel  Hair 5-panel plus Extended Opiates  
 Oral 6-panel  Oral 10-panel  Other: \_\_\_\_\_

**Test Reason:**  Leave blank  Pre-employment  Random  Follow-up  
 Reasonable Suspicion  Post Accident  Return to Duty  Other

**Billing Information:**  Same as above  Billing address below

Billing Entity Madison County Contact Na'Son White

Address PO Box 608

City Canton State MS ZIP 39046

Phone 601-855-5508 Fax \_\_\_\_\_ Email comptroller@madison-co.com

**Collection Site:**  Same as above  Collection address below

Company Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**MRO Info:**  Contact MRO: All POS Only?  MRO on Chain of Custody Form?

Company/Dr. Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Client Reporting Information:** Please select Fax and/or Extranet reporting

Secure Fax \_\_\_\_\_

Extranet ID \_\_\_\_\_ Password \_\_\_\_\_

**Authorized Client Signature** **X** \_\_\_\_\_

**\* Note: Any future changes to Subaccount information must be submitted in writing**

Rep: AD	Issued: 3/12/2020	Rec'd:	Acct #:
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