

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Drug Screening Services and Related Supplies, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Drug Screening Services and Related Supplies the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2490 for Drug Screening Services and Related Supplies; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2490 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A and Attachment F hereto and incorporated herein, as

may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor and as mutually agreed upon between Purchaser and Vendor. In the event of a conflict or additional terms between the terms of this Agreement and a Purchase Order, the terms of this Agreement shall prevail.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement. Products and Services offered by the Vendor are not intended to assess intoxication or habitual use of controlled or unregulated substances.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the contract documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP (LOC RFP 2490 Drug Screening Services and Related Supplies);
- (iii) Vendor's Proposal;

In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the NPPGov Vendor Administration Agreement Drug Screening Services and Related Supplies, Contract Number VA25140, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that pricing is not guaranteed and may be adjusted based on the price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon request. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – INTENTIONALLY OMITTED

ARTICLE 8 - INSPECTION AND REJECTION

The On-Site Drug/Alcohol Point of Collection Test ("POCT") product is not returnable except for the following reasons or as otherwise required by applicable law:

- Device is defective;
- Units were received damaged or incomplete; and/or
- Units were delivered to Purchaser by Quest Diagnostics past the marked expiration date as indicated on the POCT Device.

No refunds will be issued for returned devices. Devices returned for any of the above reasons will be replaced at no additional cost to Purchaser. In the event Quest Diagnostics or Purchaser discontinues or terminates the Agreement, Purchaser will be obligated to pay for any POCT kits provided to Purchaser prior to the discontinuance or termination of services.

ARTICLE 9 – INTENTIONALLY OMITTED

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser excluding any Participating Agencies, or any third party retained by Purchaser acceptable to Vendor, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the financial books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE

Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:
Quest Diagnostics Clinical Laboratories, Inc.
9601 Renner Boulevard
Lenexa, KS 66219

ATTN: Sam Sphar, Vice President and General Manager

With a copy to:
Quest Diagnostics Incorporated
500 Plaza Drive
Secaucus, NJ 07094
Attention: General Counsel

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by either party without prior written notice to the other party which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement.

21.2 This Agreement (including Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2490 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal")) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: August 25, 2025 | 10:54 AM PDT

VENDOR:

DocuSigned by:
Signature: [Signature]
F875262C1354404...

Printed Name: Sam Sphar

Title: GM, Workforce Health Solutions
QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC.

Dated: August 24, 2025 | 4:00 PM PDT

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

PRICING SCHEDULE

Description	Proposed Pricing
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Collections***PSC***

URINE	\$13.25
HAIR	\$16.85
ORAL - Non Regulated	\$18.35

Preferred Networkk

URINE	\$22.45
HAIR	\$32.65
ORAL - Non Regulated	\$32.65

Breath Alcohol

PSC	\$35.70
PREFERRED	\$51.00

ePhysicals

Preferred	\$122.40
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LAB TESTING***Blood***

ALCOHOL, ETHYL	\$19.85
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Hair***Screen and Confirm***

HAIR-5	\$40.80
HAIR-5 (EXOP)	\$43.35

Collection Device

HAIR COLLECTION KITS	\$1.00
KIT FULFILLMENT - HAIR	per 25 \$7.55

Oral Fluid - Non Regulated***Screen and Confirm***

ORAL FLUID 5	\$20.00
ORAL FLUID 5 + OXYCODONE	\$22.40
ORAL FLUID 6	\$20.00

ORAL FLUID 6 + OXYCODONE	\$22.40
ORAL - THC ONLY	\$20.00

Collection Device - Non Regulated

ORAL TESTING COLLECTION DEVICE		\$4.45
KIT FULFILLMENT - ORAL	per 25	\$7.55

Urine*Screen and Confirm****Regulated***

DOT	\$17.85
HHS	\$17.85

Non-Regulated

BASIC SAP PANEL	\$15.30
ADULTERANT	\$15.30
HRS	\$15.30
ALCOHOL, ETHYL	\$15.30
COTININE	\$19.50

NON - REGULATED URINE - ADD-ON'S

ALCOHOL	\$2.50
ADULTERANT/SVT	\$5.10
EXPANDED BENZO (EX BZ)	\$5.10
EXPANDED OPIATES (EX OP)	\$5.10
COTININE/NICOTINE	\$15.30

NARCOTICS - OLYMPUS

BUPENORPHINE	\$10.25
FENTANYL	\$10.25
MEPERIDINE	\$10.25
TRAMADOL	\$10.25
Two of the above	\$15.25
Three of the above	\$20.25
All Four of the above	\$25.25

POCT DEVICES*Urine Instant Devices*

POC0140 CUP6	\$10.95
(Amphetamine, Cocaine, Marijuana, Opiates, Methamphetamine, PCP & Specimen Validity Testing - Rescreen/Confirmation (POCT SAP Code 0020909))	

POC0142 CUP10	\$13.75
(Amphetamine, Cocaine, Marijuana, Opiates, Methamphetamine, PCP, Barbiturates, Benzodiazepine, Methadone, Propoxyphene & Specimen Validity Testing - Rescreen/Confirmation (POCT SAP Code 0020910))	

POC0162 CUP12	\$18.50
(Amphetamine, Cocaine, Marijuana, Opiates, Methamphetamine, PCP, Barbiturates, Benzodiazepine, Methadone, Propoxyphene, Oxycodone, Buprenorphine & Specimen Validity Testing - Rescreen/Confirmation - excluding Buprenorphine (POCT SAP Code 0022664))	

	w/o Adulterant Strip	w/Adulterant Strip
HG UR 5-CUP NTHC - HCDOAV-855	\$9.45	\$9.95
(AMP1000/COC300/MET1000/MOP300/OXY100 Rescreen/Confirmation (POCT SAP Code 0039980))		
HG UR 5-CUP NTHC - HCDOAV-955	\$12.75	\$13.25
(BUP10/BZO300/COC300/MOP300/MTD300 Rescreen/Confirmation (POCT SAP + BUP Code 0039984))		
HG UR 7-CUP NTHC - HCDOAV-975	\$10.20	\$10.70
(AMP1000/BAR300/BZO300/COC300/MOP300/MTD200/MTD300/OXY100 Rescreen/Confirmation (POCT SAP Code 0039986))		

POCT Testing - Urine

Quest Purchased Cups \$0.00

Other Cups - SAP	\$32.15
SAP + BUP	\$48.20

Oral Instant Devices

	Device + Confirmation + Remote
ER 6 ORAL - ODOA-6-0524 (+CI)	\$18.85 Interpretation
	Device + Confirmation + Remote
ER 7 ORAL - ODOA-7-0524 (+CI)	\$21.40 Interpretation

	Per	
<i>POCT - Kit Fulfillment</i>	25	\$7.55

ERO

Express Results Online - Urine

5 Panel	\$11.45
6 Panel	\$12.00
7 Panel	\$12.50
8 Panel	\$13.00
9 Panel	\$13.50
10 Panel	\$14.05
11 Panel	\$14.55
PSC Collection	\$13.25
Preferred Collection	\$22.45

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Cooperative Purchasing Agreement.

ATTACHMENT B – INTENTIONALLY OMITTED

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

The Vendor's Proposal is incorporated by reference herein.

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

SUBSTANCE ABUSE TESTING SERVICES AGREEMENT

This Agreement for company-sponsored substance abuse testing services (the "Agreement") is made effective as of {{OPPORTUNITY_ORIGINAL_CONTRACT_START_DATE2 \@ "MMMM d, yyyy"}} by and between **Quest Diagnostics Clinical Laboratories, Inc.** ("Quest Diagnostics") and {{ACCOUNT_NAME}} ("Purchaser"), and defines the services that Quest Diagnostics will provide Purchaser.

1. DESCRIPTION OF PROTOCOL.

Quest Diagnostics will provide substance abuse testing of urine, oral fluid, blood, and/or hair specimens for Purchaser's substance abuse testing program 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.

Collection of specimens shall be handled in the following manner:

2.2.1. Purchaser may choose to refer applicants/employees to Quest Diagnostics's 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

2.2.2. 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 the parties shall negotiate.

2.2.3. Purchaser may choose to perform specimen collections without the use of Quest Diagnostics or third-party collection sites.

2.2.4. Quest Diagnostics agrees to perform the agreed-upon random program management services for Purchaser under the terms and at the additional charges outlined in Exhibit C of this Agreement. This section applies only when Quest Diagnostics is responsible for Random Program Management.

2.2.5. Quest Diagnostics assumes full responsibility for the selection of third-party collection sites that are not a part of its Preferred Collection Site network and for payment of these non-preferred third-party collection fees. Fees outlined for management of collection services are outlined on Exhibit D of this Agreement.

This section applies only when Quest Diagnostics is responsible for Collection Management.

2.2.6. Quest Diagnostics agrees to perform emergency collection services for Purchaser at locations covered by our established network of nationwide collectors at the additional charges outlined in Exhibit A of this Agreement. An emergency collection request is defined as any collection that must be completed within a two-hour timeframe from the time the collection request is received by Quest Diagnostics from the Purchaser. If a request is received for services to be performed at a location that is not covered by our established network of nationwide collectors, Quest Diagnostics will make commercially reasonable efforts to handle the request through either its mobile collector or fixed site collection networks, but failure to handle such requests shall not be included in any service level agreement. This section applies only when Quest Diagnostics is responsible for Emergency ("24/7") Collection services.

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's 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 the results of specimens that are negative on the initial (screening) test to the Medical Review Officer ("MRO"), if applicable, or to Purchaser, typically 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, if applicable, or to Purchaser's authorized contact, typically within seventy-two (72) to ninety-six (96) hours after receipt of the specimen at the testing site. When Purchaser utilizes the services of an MRO, Purchaser will comply with the provisions in Section 10. Holidays and weekend work schedules or specimens requiring clarification by the Purchaser or collector 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 Integrated Solutions (QIS) or Employer Solutions Portal (ESP). To the extent Quest Diagnostics transmits test results electronically, using the Quest Diagnostics web-based reporting portal, Integrated Solutions (QIS), the parties shall agree to terms set forth in Exhibit E.

4. SUPPLIES.

Quest Diagnostics will provide to Purchaser certain urine and/or hair 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. In the event Purchaser desires to purchase oral fluid testing services, the provisions included in Exhibit A shall apply. Custom forms and custom collection supplies are available at the fees 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 handle and use the Data in a confidential manner, as well as 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 thirty (30) days Due Upon Receipt of the date of Quest Diagnostics's invoice. Quest Diagnostics reserves the right to charge a finance charge of one and one-half percent (1-1/2%) per month on any sixty (60) day past due balance or the maximum rate that the law permits. Bundled pricing is based on confirmation testing rate of up to 5% and may be subject to increase if actual confirmation testing rate exceeds 5%.

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.

7.1. This Agreement shall continue from the Effective Date until terminated by either party, 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.

7.2. In addition to the foregoing, either party may terminate this Agreement immediately and at any time, due to a material breach, by providing the other party with written notice setting forth, with specificity, the nature of the material breach. Material breach means a violation of any law by a party such that the continued performance of the Agreement

will subject either or both of the parties to potential fines or other penalties as a result of such continued performance of this Agreement.

8. EXCLUSIVITY; RIGHT OF FIRST OFFER AND REFUSAL.

Purchaser will purchase the services provided by Quest Diagnostics hereunder from Quest Diagnostics on an exclusive basis. In the event that Purchaser determines to purchase additional substance abuse testing services or related specimen collection services, Purchaser will provide Quest Diagnostics with the first opportunity to provide such additional services (at a fair price agreed upon by the parties and terms and conditions substantially similar to those set forth herein) as such needs arise. If the parties are unable to agree to pricing for provision of the additional services, Purchaser may purchase the services from a third-party supplier of such services, provided that Purchaser will first afford Quest Diagnostics an opportunity to match the pricing of the third-party supplier.

9. MISCELLANEOUS.

9.1. ASSIGNMENT.

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

9.2. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the parties and supersedes all prior understandings, arrangements and agreements, relating to the subject matter hereof. This Agreement may not be amended or modified except by a mutual agreed upon written and signed amendment.

9.3. INDEPENDENT CONTRACTORS.

It is expressly understood and agreed by the parties hereto that Quest Diagnostics and Purchaser are at all times independent contractors engaging in their own respective business. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party.

9.4. PRETESTING.

Quest Diagnostics's 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.

9.5. QUEST DIAGNOSTICS'S LOGO/PUBLICITY.

Neither Party shall use the name or logo of the other Party and shall not originate any publicity, news release, or other public announcement, whether written, oral, or via the Internet, relating to the other Party, this Agreement, any amendment hereto, any prices quoted herein or to any performance hereunder without prior written approval of the other party.

9.6. 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. Purchaser and Quest Diagnostics agree that nothing expressly or impliedly contained in this Agreement, or any other past, current, or future oral or written communication between Purchaser and Quest Diagnostics shall be construed to mean that Quest Diagnostics or any of its officers, directors, affiliates, agents, employees or contractors in any way certifies, warrants, or guarantees that Purchaser's substance abuse program complies with any federal and state laws rules and/or regulations.

9.7. CALIFORNIA CONSUMER PRIVACY ACT

In connection with services provided under this Agreement, Quest Diagnostics is a "Service Provider" under the California Consumer Privacy Act of 2018 (the CCPA). Quest Diagnostics certifies that it understands and will comply with the restrictions imposed upon it as a Service Provider under the CCPA. Quest Diagnostics will not, for California residents: sell personal information; retain, use, or disclose such personal information for any purpose other than for the specific purpose of performing the services specified under this Agreement, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the services specified herein; or retain, use, or disclose personal information outside of the direct business relationship of the parties hereto.

In the event that Quest Diagnostics, in connection with its role as a Service Provider, receives any requests from or on behalf of a California resident to exercise any of such resident's individual rights under the CCPA, Quest Diagnostics will decline the request and direct the inquiry in a timely manner to Purchaser as the business responsible for fulfilling those requests. Quest Diagnostics will reasonably cooperate with Purchaser to fulfill individual rights requests; provided that prior to forwarding any such request to Quest Diagnostics, Purchaser shall confirm the request is from a California resident and/or their authorized agent and is a verifiable consumer request.

9.8. INDEMNIFICATION.

Quest Diagnostics and Purchaser will each indemnify, defend and hold the other harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including without limitation reasonable attorney's fees) based upon, arising out of or attributable to the negligent and/or willful acts and/or omissions of such party, its employees, servants and/or agents. The provisions of this paragraph shall survive termination of the Agreement.

9.9. INSURANCE.

Quest Diagnostics and Purchaser each agree to maintain, each at its own expense, comprehensive general and professional 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 malpractice or negligence, that might arise out of this Agreement including any liability or expense resulting from the indemnification obligation of that party as set forth above.

9.10 ACKNOWLEDGEMENTS.

Pursuant to Nevada statute, a covered employer may challenge an injured employee's eligibility for workers' compensation benefits if the employee tests positive for one of several prohibited substances after a work injury. For such a drug test to be evidence that an injury was proximately caused by the employee's use of a prohibited substance, however, the drug test must be performed by a laboratory licensed under Nevada law. Purchaser acknowledges that Employer Solutions' forensic workforce drug testing laboratories are not licensed by the State of Nevada.

10. SERVICES PERFORMED BY MEDICAL REVIEW OFFICER.

Purchaser acknowledges that, due to regulatory requirements from the Department of Transportation, Nuclear Regulatory Commission or another state or federal agency, it must comply with regulations which require the Purchaser to retain the services of a Medical Review Officer ("MRO") to review test results, and that Purchaser is responsible for independently engaging the services of the MRO. In the event Purchaser requests Quest Diagnostics to include the fees for the MRO services (which Purchaser has arranged for directly with the MRO) in Quest Diagnostics's invoice for services, 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. This section only applies when an MRO is used.

Information on Purchaser Selected MRO:

MRO Name	Company	MRO Account #	Address	Phone Number

{{OPPORTUNITY_MRO_NAME}}	{{OPPORTUNITY_MRO_COMPANY}}	{{OPPORTUNITY_MRO_ADDRESS}}	{{OPPORTUNITY_MRO_ADDRESS}}	{{OPPORTUNITY_MRO_PHONE}}
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11. 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. This section, and Exhibit B, apply only where Point of Collection Test Kits are provided.

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

Quest Diagnostics Clinical Laboratories,
Inc.

Client #: {{OPPORTUNITY_CLIENT_NUMBER}}
Group Bill #: {{OPPORTUNITY_BILLING_NUMBER}}
National/Local Id:

{{OPPORTUNITY_NATIONAL_LOCAL_ID}}

("Purchaser")

("Quest Diagnostics")

By: _____
Print _____
Name: _____
Title: _____
Date: _____

By: _____
Print _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
TO SUBSTANCE ABUSE TESTING SERVICES AGREEMENT
Fees

PRICING FOR “LAB BASED” TESTING AND SERVICES

Testing protocols will be provided to Purchaser upon request.

Quest Diagnostics is pleased to offer the following pricing:

Description	Test Code	Client Test Code Price

Scheduled On-Site Collection Fees

Special Note: 10 business days’ notice required for scheduled services. Requested date(s) and time(s) are not guaranteed until confirmed. Scheduled Onsite events require a minimum of six (6) collections be performed. The minimum charge for events 7AM-7PM is \$180 and for events 7P-7AM is \$420

Cancellation with less than 24 hours’ notice will be charged 70% of the total amount contracted to be collected.

Description	Test Code	Client Test Code Price:
COC MOBILE 7A-7P (O)	24164N	\$30.00
COC MOBILE 7P-7A (O)	24165N	\$70.00
BAT,MOBILE,7AM-7PM	24167N	\$75.00
BAT,MOBILE,7PM-7AM	24168N	\$95.00
COC MOBILE 7A-7P (U)	24170N	\$30.00
COC MOBILE 7P-7A (U)	24171N	\$70.00
COC MOBILE 7A-7P (H)	24173N	\$30.00
COC MOBILE 7P-7A (H)	24174N	\$70.00

Emergency Service Collection Fees

Less than 24 hours’ notice, Emergency minimum fee. Collection Fees, Collection Wait and Collection Travel will be charged in addition to the Emergency Service Fee.

Description	Test Code	Client Test Code Price:
BAT,MOBILE,EMERGENCY	24166N	\$95.00
COC MOBILE EMERG (U)	24169N	\$75.00
EMERGENCY SERVICES (LESS THAN 24HR NOTICE)	24178N	\$450.00

Collection Wait Time

Description	Test Code	Client Test Code Price:
COLL WAIT 1H (1-60 MINUTES)	23320N	\$70.00
COLL WAIT 2H (61-120 MINUTES)	23321N	\$140.00
COLL WAIT 3H (121-180 MINUTES)	23322N	\$210.00
COLL WAIT 4H (181-240 MINUTES)	23323N	\$280.00

COLL WAIT 5H (241-300 MINUTES)	23324N	\$350.00
COLL WAIT 6H (301-360 MINUTES)	23325N	\$420.00
COLL WAIT 7H (361-420 MINUTES)	23326N	\$490.00
COLL WAIT 8H (421-480 MINUTES)	23327N	\$560.00

Collection Travel Fees		
Collection Travel Mileage after first 50 miles Round Trip Charged @ current IRS \$ rate (www.irs.gov). Mileages fees listed herein may increase or decrease annually based on the current IRS \$ rate.		
Purchaser will be responsible for parking and toll fees.		
Sundays and Holidays – 1.25 times below rates.		
Alaska, Guam, Hawaii, Puerto Rico, California, New York City & Long Island – 1.25 times below rates.		
Description	Test Code	Client Test Code Price:
COLL TRAVEL 0-10	23313N	\$6.25
COLL TRAVEL 11-20	23314N	\$12.50
COLL TRAVEL 21-30	23315N	\$18.75
COLL TRAVEL 31-50	23316N	\$31.25
COLL TRAVEL 51-75	23317N	\$46.88
COLL TRAVEL 76-100	23318N	\$62.50
COLL TRAVEL 101-150	23319N	\$93.75

PRICING FOR ORAL FLUID COLLECTION SUPPLIES

Product Number	Product Name	Price Per Kit

There is a kit fulfillment charge of \$7.00 per 25 Oral Fluid Kits . Purchaser is responsible for any applicable sales/use tax.

RETURN TERMS: The oral fluid collection product is not returnable except for the following reasons or as otherwise required by applicable law:

- Device is defective;
- Units were received damaged or incomplete; and/or
- Units were delivered to Purchaser by Quest Diagnostics past the applicable, marked expiration date as indicated on the collection kit

No refunds will be issued for returned devices. Devices returned for any of the above reasons will be replaced at no additional cost to Purchaser. In the event Quest Diagnostics or Purchaser discontinues or terminate the Agreement or this Exhibit, Purchaser will be obligated to pay for any oral fluid collection supplies provided to Purchaser prior to the discontinuance or termination of services.

SUMMARY OF SERVICES INCLUDED IN ABOVE PRICING

- Where bundled testing is provided for urine, oral and hair specimen, the initial screen and confirmation of presumptive positives by mass spectrometry (e.g., GC-MS, GC-MS/MS, or LC-MS/MS) is included in the test price above. Bundled pricing is based on confirmation testing rate of up to 5% and may be subject to increase if actual confirmation testing rate exceeds 5%. Notification of an increase will be provided in writing 30 days prior to the effective date.
- Transportation of ALL specimens to laboratory (international shipping provided at an additional charge).
- Supplies for urine and lab-based specimen collection. Pricing includes supplies utilization of 1.2 supplies per test performed. If supplies utilization is greater than 1.2 supplies per test performed pricing may be subject to increase. Notification of an increase will be provided in writing 30 days prior to the effective date.
- Handling of rejected specimens or those otherwise unfit for testing.
- Retention of positive urine or oral fluid specimens in frozen storage for a minimum period of one year.
- Retention of positive hair specimens for a minimum period of one year.

SUMMARY OF SERVICES AVAILABLE AT AN ADDITIONAL CHARGE

- TestSure™ quantitative urine 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 WILL BE CHARGED AS FOLLOWS

- Litigation Assistance (One Witness, i.e., a Laboratory Responsible Person, Director, or other person designated by Quest Diagnostics, will be made available to testify about the information contained within a documentation package, including test data, laboratory policies, procedures, and SOPs)
 - \$1,600.00/day and \$250.00/hour after eight hours
 - \$200.00/hour (per witness)
 - Plus travel expenses
- Deposition (One Witness, i.e., a Laboratory Responsible Person, Director, or other person requested by the Purchaser, will be made available to testify on site at a Quest Diagnostics laboratory – including telephone and televised testimony from a Quest Diagnostics' laboratory. Additional fact witnesses will be made available for deposition at Quest Diagnostics' discretion.)
 - \$200.00/Hour per witness
- Test Documentation Packet (Litigation Packet)
 - \$250.00 per Packet (up to 2 drug confirmations)
 - \$500.00 per Packet (up to 4 drug confirmations)
 - \$750.00 per Packet (up to 6 drug confirmations)
 - \$1,000.00 per Packet (more than 6 confirmations)
 - Litigation Packet charges will be billed unless request for packet is cancelled within 24 hours)
- Record Retrieval

- \$50.00/Record

Please note:

- If signed contract is not returned to Quest Diagnostics within 90 days, the pricing in this document is null and void.