

## REVISED - OFFICIAL BID PRICE SHEET

### 710-23-0026 Employee Drug and Alcohol Testing

All costs **must** be included in the unit price including without limitation collection, supplies, lab fees, etc. Bidder must submit a printed copy of the completed official bid price sheet with bid submission. **In addition to the Official Bid Price Sheet, bidder must provide a complete listing of products and services available including pricing.**

Quantities are estimated for bidding purposes only. Actual quantities may increase or decrease. Enter the unit price per test. The extended amount and grand total will autopopulate.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE <i>(per test)</i>	EXTENDED AMOUNT
1	Laboratory Testing: 5 Panel Standard Drug <i>(including collection and analysis)</i>	7,300	\$42.00	\$306,600.00
3	Alcohol - Breathalyzer	25	\$20.00	\$500.00
4	Medical Review Officer (MRO)	250	\$3.50	\$875.00
5	Expert Testimony	3	\$0.00	\$0.00
6	After Hours Drug Testing	25	\$125.00	\$3,125.00
7	Out of State Testing	50	\$42.00	\$2,100.00
			<b>GRAND TOTAL</b>	<b>\$313,200.00</b>



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## AGREEMENT FOR DRUG TESTING SERVICES

This Agreement is made by and between Xpert Diagnostics, Inc., and \_\_\_\_\_, herein known as "Client".

### TERM

This Agreement shall commence with the date entered herein and shall remain in force until canceled. The Agreement may be canceled by either party with notice to the other party, with the notice being sent via a means where proof of delivery is obtained.

### MENU OF SERVICES

In its role as a "Third Party Administrator" (TPA), and on a fee basis, Xpert Diagnostics will provide:

- consulting services to the Client in establishing and/or maintaining a comprehensive **drug-free workplace** program;
- drug testing services through a certified testing laboratory and/or "point-of-collection" testing devices;
- medical review officer (MRO) services through networking MRO service providers;
- specimen collections and breath alcohol testing at an Xpert Diagnostics facility or through a network of professional "satellite" providers;
- random program management services;
- training programs on substance abuse topics to increase employee awareness and to meet applicable requirements;
- specimen collector training to meet federal training requirements and breath-alcohol testing (BAT) training; and,
- workplace physical examinations and other medical services through a network of physicians.

### CONFIDENTIALITY

Xpert Diagnostics utilizes "state-of-the-art" means to assure computer/network confidentiality and security and employees of Xpert Diagnostics are trained in the means needed to assure confidentiality of client, donor, and results information. Test results are transmitted only to authorized persons listed – in writing - by the Client. Xpert Diagnostics conforms to HIPAA standards relating to the confidentiality of personal donor information.

### INDEMNIFICATION

Xpert Diagnostics, as an independent contractor, provides the Client with services associated with the implementation and management of the Client's **drug-free workplace** program. For laboratory testing, analytical services are provided by the laboratory and the Client agrees that the legal liability for laboratory testing and results shall lie with the laboratory. For "Point-of-Collection Testing", the performance of the device is validated by the manufacturer, and the Client agrees that legal liability of the performance and validity of the devices shall lie with the device manufacturer. The Client agrees to indemnify Xpert Diagnostics from claims brought by THIRD PARTIES (that is, an entity that is neither the Client nor Xpert Diagnostics, such as an employee of the Client) arising from any act or omission on the part of the CLIENT or in the application of the CLIENT's **drug-free workplace** policy or program. The indemnification by the Client on behalf of Xpert Diagnostics does not apply to negligence or misconduct on the part of the Xpert Diagnostics staff.

### UNAVOIDABLE EVENTS

Xpert Diagnostics shall have no liability to the Client for any failure in performance which results from any causes beyond its reasonable control.





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**ATTACHMENT 1 (non-DOT)  
 PRICE SUMMARY**

- **NON-DOT Laboratory-Based Drug Test with urine specimen collection at an Xpert Diagnostics facility:** \$ 50.00
  - **NON-DOT "TESTXpress"/"Point-of-Collection" device test with collection at an Xpert Diagnostics facility::** \$ 45.00
  - **NON-DOT Laboratory-Based Drug with urine specimen collection "on-site" at the Client's facility\*:** \$ 55.00
  - **NON-DOT "TESTXpress"/ "Point-of-Collection" device test with collection "on-site" at the Client's facility\*::** \$ 45.00
  - **NON-DOT Drug with urine specimen collection at a networking "satellite" specimen collection facility\*:** \$ 60.00
- \*NOTES: 1) Drug Test includes the laboratory analysis, printed Custody and control forms, specimen collection kits, and overnight shipment from the collection site to the laboratory when laboratory-supplied airbills are used.  
 2) See Attachment 2 to this Agreement for the price break-down and the explanation of charges.  
 3) See Attachment 2 to this Agreement for additional charges which may be applicable, such as charges for random program management, after-hours services, etc.
- **Medical Review Officer (MRO) review of all tests, each:** \$ 6.00
  - **Medical Review Officer (MRO) review of "positive" tests only, each:** \$ 25.00
  - **Breath Alcohol Tests conducted by Xpert Diagnostics staff** \$ 35.00
  - **Breath Alcohol Tests conducted by networking "satellite" providers\*:** Cost + \$10.00
  - **Account Set-Up Fee** (Includes the cost of account set-up at Laboratory, with the MRO, and in the Xpert Diagnostics database, including printing of Custody and Control Forms; supplying of testing kits; and shipping of supplies to Client and/or Client collection site.) Waived

RECEIPT OF PRICE SHEET ACKNOWLEDGED BY:

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 COMPANY REPRESENTATIVE (Printed/Typed Name)

**THIS WAIVER IS TO BE SIGNED IF YOU DO NOT WANT MEDICAL REVIEW (MRO) REVIEW OF TEST RESULTS. FOR ARKANSAS WORKERS' COMP PROGRAM PARTICIPATION, THE WAIVER IS NOT PERMITTED.**

**DECLINING OF MEDICAL REVIEW OFFICER (MRO) SERVICES**

There may be legitimate medical reasons for a drug test to be reported by the laboratory as "positive". For all Federally mandated drug testing, the services of a Medical Review Officer (MRO) is a requirement. On non-Federally mandated (non-DOT) tests, the review of test results is optional. Xpert Diagnostics strongly recommends that, at least on positive tests, the MRO services be utilized. The MRO contacts the donor for prescriptions he/she may be taking or for information on over-the-counter medicines he/she may be using. If there is a legitimate medical reason for the positive test result, then the MRO issues the final "negative" result. If the donor does not have a valid medical reason for the test result, as reported by the laboratory, then the MRO issues a final "positive" result. This review service strengthens your, the client's, program and the legal defensibility of the drug testing program.

It is the policy of Xpert Diagnostics, then, to presume that all clients wish MRO review of their non-DOT positive test, and this will be set up in the Xpert Diagnostics client database for review, unless you, the client declines this review services. By signing below, you DECLINE this service:

I, \_\_\_\_\_, as the authorized representative of \_\_\_\_\_, herein shown as "CLIENT", DECLINE Medical Review Officer (MRO) services for review of drug test results, as reported by the forensic laboratory.

**Optional Services and Charges:**

Supervisory training or drug awareness training, cost per hour, plus travel	\$300.00
Supervisory training video, rental, per week	\$ 40.00
Remote/"satellite collection site locator/networking service fee	\$ 15.00
Random generation/random program management:	
Random pool set-up and initial entry of information into the database (One-Time Charge)	\$ 25.00
Basic fee, per database, to perform random generation, per draw	\$ 30.00
Additional charge for manual entry into pool database for pool of fewer than 50 participants	\$ 15.00
Additional charge for manual entry into pool database for pool of 50-100 participants	\$ 20.00
Additional charge for manual entry into pool database for pool of greater than 100 participants	\$ 30.00
Additional charge for late submission of required update updates, per quarter	\$ 25.00
*If the database is provided in an Excel® spreadsheet, only the "Basic Fee" applies.	
Additional drugs to be analyzed (per drug)	Negotiable
6 monoacetylmorphine, d/l methamphetamine, or other specialized test	Cost + \$1.00 fee
Inappropriate collection or "canceled" test, except when Xpert Diagnostics staff collects specimen	Same as test charge
Challenge testing (analysis by second laboratory, shipping of specimen, and MRO)	\$ 200.00
Expert witness/depositions; Legal support (court or trial) documentation kit	Direct billing
Court testimony or depositions by Xpert Diagnostics staff, per hour, portal-to-portal	\$ 75.00

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To be completed by Xpert Diagnostics, Inc.

Account # \_\_\_\_\_ DOT Consortium: \_\_\_\_\_

Account # \_\_\_\_\_ Non-DOT Location code: \_\_\_\_\_

MRO \_\_\_\_\_ Educational needs: \_\_\_\_\_

Supplies ordered: \_\_\_\_\_ (date) \_\_\_\_\_ (staff)

Data set-up: \_\_\_\_\_ (date) \_\_\_\_\_ (staff)