



**Occupational Medicine
Associates, P.S.**



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Occupational Medicine Associates, P.S.
Drug and Alcohol Testing Service Agreement

This Agreement is the contract between Occupational Medicine Associates, P.S., a Washington State professional service corporation (OMA) and [REDACTED], hereinafter referred to as the "Client" under which the following terms and conditions apply:

Scope of Services:

OMA to provide for the collection of urine samples for the purpose of screening Client's employees or an individual for the presence of illegal drugs in their system. All tests will follow Department of Transportation (DOT) protocol.

Laboratory Analysis:

All samples, unless otherwise arranged, will be tested by a Substance Abuse and Mental Services Health Administration (SAMSHA) approved and regulated laboratory. Samples will be picked up daily by laboratory courier. Negative results will be available within 24 hours, and positive results will be returned following Medical Review Officer (MRO) review per DOT protocol, which will take an additional 2-5 days. The laboratory will store all positive samples for a period of one year.

Confirmation of a Positive Result:

The Client agrees that all positive results will be reviewed by the MRO, with follow up contact made with the donor. The purpose of this follow up interview is to determine the presence of legal medications. Confirmation will be made with the prescribing physician prior to clearing a positive result.

Reporting:

Negative results will be communicated to the Client by fax, email, or US mail. Positive results require review by MRO, which can take an additional 2-5 days. Positive results will be communicated by telephone to the Client approved representative as soon as confirmed, with written confirmation by fax, email, or US mail.

OMA Policy on Medical or legal Marijuana:

We follow all DOT guidelines even on Non-DOT specimens. Additionally, we do not accept medical marijuana as a valid reason for a positive test. The Client may choose to override the OMA medical marijuana policy by stating in their company policies that a positive for this test is acceptable. Now that recreational marijuana is legal in the state of Washington we will still report any test that is positive for marijuana as a positive test. It is up to the client's policy if they will allow the use of recreational marijuana.

Prescription Medications

It is the OMA policy that should a donor test positive for a metabolite, and has in their possession a valid prescription from a medical doctor, that OMA can confirm with a pharmacy, issued to the donor, this information will be reported as a negative. However, if the prescription is not in the donor's name, this information will be reported as a positive.

Collection Protocol:

All collections, unless accepted by the conditions listed for observed collections below, will afford the donor full privacy and dignity. All collections will take place at the OMA's office, or at the request of the Client, Client facilities, or Client locations. The collection protocol for standard urine collection follows all DOT guidelines. This protocol is posted in the collection facility for the donor's information.

Observed collections are permitted only under the following conditions: 1. Written protocol with the Client that includes written disclosure to the employee that is acknowledged by donor signature. 2. The Client representative will be contacted for concurrence prior to the collection. 3. The donor will not be permitted to leave the collection site until the collection is complete. If donor chooses to leave before the collection is complete, it is considered a refusal to test, and is reportable to the DOT. 4. An observer of the same sex will be used at all times. 5. Causes for observed collections are: adulterated sample, out-of-range temperature, Client request in writing due to suspected adulterations of previous samples or that the Client suspects an attempt will be made to adulterate the current sample. For DOT employees, any Return To Duty, or Follow- Up test will be under direct observation. See CFR part 40.67.

OMA Policy on Random Selections and Pool Updates:

OMA requires any updates that need to be made by the Client to their employee roster for the random pool must be submitted BEFORE the random selection takes place for that month/quarter

Quality Assurance:

All collectors are Drug and Alcohol Testing Industry Association (DATIA) Certified Federal Drug and Breath Alcohol collectors. Further, OMA is DATIA Certified and nationally accredited as a Drug/Alcohol Collection Firm and as a Third-Party Administrator. This national accreditation assures specific high quality services including training/certification of all collectors, insurance, oversight/inspections, conformance to all regulatory statutes and ethical standards. DATIA certification for collectors includes a national test to determine proficiency and knowledge of the collection process.

Responsibilities of Client:

Client is to provide OMA with updates as to employee additions or deletions one month before the random selection. To comply with all applicable DOT or other laws related to drug-testing. And to provide ongoing employee education as to the drug-testing program. The DOT client must stay in compliance by completing all random selections unless there is a valid reason the employee cannot be tested, and you must contact OMA to inform us of the reasoning. If you consistently do not complete the random selections OMA can terminate this agreement, and may report this to the DOT. The Client is to apply the drug testing policy in a non-discriminatory manner and to participate in ongoing supervisory training to assure compliance with applicable laws and standards.

Please initial to show that you understand the responsibilities:**Payment Terms:**

Client agrees to make payment in full within thirty (30) days of the billing statement. An account is considered delinquent if no payment has been received on the 31st day following the statement day, and a finance charge and collection costs may be assessed for such delinquent balances.

Term of Agreement:

The Agreement shall be for a term of one (1) year beginning on [REDACTED] and will automatically renew for an additional year upon each anniversary date. Either party can terminate this Agreement with thirty (30) days written notice with or without cause.

Confidentiality:

Strict confidentiality will be adhered to at all times, for the protection of the donor and Client. The only disclosures that will be made will be to designated employer representatives, Medical Review Officer (MRO) or laboratory, through written permission of the donor or formal court order.

Indemnification:

By signing this Agreement, the Client acknowledges and agrees to the utilization of OMA drug/breath collection services per the DOT/DHHS/OMA protocol and agrees to hold harmless OMA from any and all claims, including but not limited to losses, damages, injuries to persons, or act of negligence, arising out of OMA's use of said procedures on behalf of the Client. However, no indemnification or hold harmless shall apply to OMA's own negligence in not reasonably following said procedures/protocols for workplace drug testing programs as such may be amended from time to time.

Arbitration Clauses:

In the event a dispute arises between the parties as to the duties or compensation under this Agreement, such dispute shall be submitted for arbitration under the then existing rules established by the American Arbitration Association.

Attorney's Fees:

If any contested action is brought to enforce, modify, interpret or void the provisions of this Agreement, then the prevailing party shall be entitled to reasonable attorneys' fees as well as appropriate relief.

Fees for Services

PLEASE CONTACT Jenni or Lisa for pricing 509-455-5555 ext 224 or 855-676-9482.

Entire Agreement:

This Agreement constitutes the entire Agreement between the Parties with respect to Services and supersedes any and all prior agreements and understandings, whether written or oral, between the Parties.

Amendment:

This Agreement may not be amended or modified in any respect except by an agreement in writing executed by both Parties.

Severability:

In the event that any of the provisions of this Agreement are deemed invalid or unenforceable, the remaining provisions shall be construed and enforced as if the invalid or unenforceable provisions were not contained herein.

Governing Law and Venue:

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington without reference to conflicts of law principles. Venue shall lie exclusively in Spokane County, State of Washington.

Waiver of Breach:

Non-action by any Party in response to a breach of any provision of this Agreement shall not operate or be construed as a waiver of any rights hereunder or acceptance of any subsequent breach of any provision of this Agreement. Any waiver must be in writing and signed by the applicable Party.

Change of Information:

Each Party agrees to notify the other, in writing, of any changes in address, hours of service, phone number, or other contact information.

The undersigned understands and agrees to the terms and services outlined in this agreement.

Client Representative

Occupational Medicine Associates, P.S.

Date

Date

Company Name

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