

## Drug Testing/Occupational Healthcare Services

**THIS ADDENDUM is made and entered into by and between Applicant Insight, Inc., a Florida Corporation (“Applicant Insight”) and the undersigned client below (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly “End-User”). This Addendum shall be effective on the date of last signature below (the “Effective Date”).**

**This Addendum is entered into only with End-Users who have executed an underlying Applicant Insight Master Service End-User Agreement. This Addendum merely supplements the existing Master Service End-User Agreement between the parties and does not modify, amend or delete any existing term therein including terms of payment or other terms and conditions contained in the underlying Agreement. This Addendum shall be interpreted with the Agreement to form an agreement.**

**WHEREAS the parties desire that Applicant Insight shall provide drug testing/occupational healthcare services to End-User**

**NOW upon due and adequate consideration, the parties agree as follows.**

### **SERVICES PROVIDED BY APPLICANT INSIGHT**

Applicant Insight agrees to perform the following services for End-User:

- (a) Provide various drug testing/occupational healthcare services for each of the End-User’s locations as reasonably requested.
- (b) Serve as the primary contact for clinic, collection sites, laboratory, Medical Review Officer, reporting, paperwork and billing questions, as applicable.
- (c) Pay all drug testing/occupational healthcare program provider bills for End-User as contemplated under this Addendum.
- (d) Replace at its sole discretion, providers who repeatedly fail to use appropriate procedures or otherwise fail to perform to Applicant Insight standards.

Applicant Insight shall use its best efforts to provide high quality timely and accurate information to End-User, however End-User recognizes that Applicant Insight cannot guarantee the accuracy of the information provided because such information is obtained from third party sources.

### **Clinic Network**

Applicant Insight has established a network of clinics for End-User to utilize. Services requested may be performed at these clinics at varying rates. If the End-User requests the inclusion of additional clinics, End-User agrees that the rates for clinic services may vary.

### **Laboratory Services**

Applicant Insight will provide testing of End-User’s specimens at one of Applicant Insight’s laboratories certified by the Substance Abuse and Mental Health Services Administration (“SAMHSA”). Specimens will be tested for the presence of the compounds indicated by End-User at detection levels pre-determined by the laboratory.

### **Medical Review Officer (“MRO”)**

MRO Services, when applicable, will be provided through the medical sub-contractor of Applicant Insight’s choice. The MRO will be responsible for (i) donor identification; (ii) Custody and Control form completion and documentation; (iii)

## Drug Testing/Occupational Healthcare Services

signature requirements; (iv) test result analysis for any non-negative test result; (v) resolution of correctable flaws on COC forms (vi) donor contact to verify positive, cancelled, substituted, adulterated and unacceptable results; (vii) Designated Employee Representative (“DER”) contact, when needed; (viii) determination of alternative explanations for positive, cancelled, substituted, adulterated and unacceptable results; (ix) modification or verification of results based on Applicant contact (x) report positive findings to End-User through Applicant Insight and; (xi) maintenance of drug test reports pursuant to applicable Federal and State laws and regulations.

### Emergency Post Accident/After Hours Services

End-User will be billed the rate indicated in its pricing agreement plus the cost of collection, testing, and the any other service fee including fees charged by a third-party provider for “after hours” services. Once Applicant Insight has coordinated an Emergency Post Accident/After Hours service, the fee is due regardless of whether the donor completes the requested service.

### Additional Indemnification Specific to Drug Testing and Other Occupational Health Services

Applicant Insight contracts with an international network of providers (“Providers”) who represent they are qualified to perform various services in a clinical environment. Under the terms of this Addendum, Applicant Insight will provide End-User, as needed, with the names and locations of Providers and further to coordinate arrangements for End-User’s use of the services of Providers or will coordinate services on behalf of End-User. In doing so, however, End-User recognizes that Providers are independent of Applicant Insight and not under Applicant Insight’s control. As a result, End-User agrees that Applicant Insight is not responsible for Providers’ acts or omissions and agrees to indemnify, hold harmless and defend Applicant Insight from and against any and all claims arising out of or related to Providers’ acts or omissions.

<b>Drug Test/Clinical Services Search Type - please select the items that apply to your account:</b>	
<b>Drug Testing Services:</b>	<b>Clinical Services:</b>
<input checked="" type="checkbox"/> Traditional Lab Based Urine Testing	<input type="checkbox"/> Physical Program Management <input type="checkbox"/> Fit for Duty <input type="checkbox"/> DOT
<input type="checkbox"/> Rapid/Instant Urine Testing	<input type="checkbox"/> Scheduling/Tracking Service
<input type="checkbox"/> Traditional Lab Based Oral Fluid Testing	<input type="checkbox"/> Medical Services (i.e., Titters, PPD, etc.)
<input type="checkbox"/> Rapid/Instant Oral Fluid Testing	<input type="checkbox"/> Random Program Management
<input type="checkbox"/> Breath Alcohol Testing	<input type="checkbox"/> Onsite Collection
<input type="checkbox"/> Traditional Lab Based Urine Testing HRS – Florida Only	<input type="checkbox"/> After Hours Services
<input type="checkbox"/> Lab Based Hair Testing	<input type="checkbox"/> Annual Services
<input type="checkbox"/> Other	
<b>Primary Designated Employer Representative (must list one company representative):</b>	
<b>Additional Information:</b>	

### Additional Billing and Payment Information Specific to Drug Testing and Other Occupational Healthcare Services

All charges for products (i.e., hair and oral fluid collection kits) are subject to state sales tax where applicable.

Providers servicing End-User will bill Applicant Insight. If End-User receives a bill from a provider for services under this Addendum, End-User will forward the bill to Applicant Insight. End-User will not pay any bill in which Applicant Insight is the appropriate “bill to” entity.

**Drug Testing/Occupational Healthcare Services**

End-User is aware that additional fees may be applicable under the following circumstances:

1. End-User utilizes Emergency Post Accident/After Hours Drug and Alcohol Testing Services
2. End-User requests overnight delivery of Reports or Drug Testing Materials
3. End-User requires Litigation Support Materials or Expert Witness Testimony

**I certify that I am authorized to execute this Addendum on behalf of the Company listed below. Further, I certify on behalf of End-User Company that the above statements are true and correct and agree to the terms and conditions set forth.**

\_\_\_\_\_  
**Company or Business Legal Name**

**Applicant Insight, Inc.**

\_\_\_\_\_  
**Address (Street, City, State, Zip Code)**

**7324 Little Road, New Port Richey, FL 34654**

\_\_\_\_\_  
**Telephone Number/Fax Number**

**Phone: 800-771-7703/Fax: 800-890-6454**

\_\_\_\_\_  
**Signature of End-User's Authorized Agent**

\_\_\_\_\_  
**Signature on Behalf of Applicant Insight**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**