



This Collection Site Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (“Effective Date”) by and between applya occupational strategies, with a principal place of business at 131 Falls Street, Suite 300, Greenville, South Carolina 29601 & \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (“Collection Site”) for collection services. In consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, applya and Collection Site hereby agree as follows:

1. **Scope of Services.** applya shall refer to collection site donors for the purposes of collecting samples for testing. Collection site will be responsible for performing the following services: (i) collection services necessary for collecting specimens (the “Collection Services”); and (ii) directly related services in coordinating the customers and processing specimens for shipping and testing (Preparation Services), collectively, the “Services”. Collection site will be responsible for sending collection and documentation of collection to designated recipients.
2. **Representations, Warranties, and Covenants.**
  - 2.1. **Collection Site agrees to the following:**
    - 2.1.1. To perform all tests as required (split or single specimen) depending on the specific protocol identified for the client by applya;
    - 2.1.2. To follow the manufacturers’ specific instructions when performing any alternative specimen collection (i.e. on-site, hair, sweat patch, oral, etc.);
    - 2.1.3. To provide applicable certificates of training upon request;
    - 2.1.4. That all Department of Transportation (DOT) regulated urine drug collections and breath alcohol testing will be performed in accordance with procedures outlined in 49 CFR Part 40 as issued by the DOT. Additionally, it is the responsibility of the Collection Site to remain current with applicable regulations, as required changes are made and implemented;
    - 2.1.5. That testing shall only be performed by certified collectors, certified Breath Alcohol Technicians (BAT), and Screening Test Technicians (SST) trained in accordance with Part 40. All must possess valid and current certificates of training;
    - 2.1.6. To immediately notify applya if it receives a “Notice of Proposed Exclusion” (NOPE) or a “Public Interest Exclusion” (PIE) from the DOT. The Collection Site affirms to applya by its signature below that it is not currently subject to a NOPE or PIE;
    - 2.1.7. To use, when applicable, a unique Collection Site ID code assigned by applya for collection forms;
    - 2.1.8. To comply with all related Federal and state regulations, and ethical business practices;
    - 2.1.9. To otherwise perform all Services in a timely and professional manner.



## Collection Site Rate & Service Agreement

131 Falls Street, Suite 301  
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P: 864-990-3696

Please Return to:  
agreements@applya.com

**3. Compensation.** The Collection Site agrees to invoice applya for Services at the rates listed on Exhibit A, attached hereto, and applya agrees to pay the Collection Site for such services. The parties agree that Collection Site will only be compensated for verified specimens collected. Invoices shall be paid net sixty (60) days from receipt of invoice.

**3.1. Submission of Invoices.** All Collection Site invoices should be directed to the attention of applya accounting and shall include in an itemized list format with minimum of the donor name, specimen ID # (custody and control form number) date of service, type of service performed, and price charged. You may provide an Excel summary of the information in the format shown in Exhibit B. applya will provide direction on where to send proof of services for results when providing protocol for a customer. This can include but is not limited to a copy of the custody and control forms (CCFs), ATFs, instant test results, and proof of other services if requested including referral/authorization forms. Payment may be delayed or denied without this information. Invoices received more than 120 days beyond the date of service are not guaranteed payment and may be rejected.

**4. Term.** This Agreement shall commence on the Effective Date and continue, unless earlier terminated as provided in the Agreement, for a period of one year (Initial Term) provided, however, this Agreement shall automatically continue for successive one year terms after the Initial Term, unless earlier terminated as provided in this Agreement (each a "Renewal Term" and together with the Initial Term, the "Term") unless either Part notifies the other Party of its intention not to renew at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term, as applicable.

**4.1. Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other Party.

**4.2. Compensation** upon Termination Upon termination, Collection Site shall be entitled to actual compensation for Services performed up until the Effective Date of termination.

**5. Compliance.** Collection Site shall provide the Services in accordance with all applicable state and Federal laws, rules and regulations, and shall always maintain the appropriate licensures and permits. Collection Site must register for Office of Drug and Alcohol Policy and Compliance (ODAPC) updates.

**6. Customer/Patient Privacy.** The Parties acknowledge and agree that this Agreement may require compliance with certain requirements of the implementing regulations and 45 Code of Federal Regulations (CFR) Parts 160-64, subparts A and E (the Privacy Rule) and subparts A and C (the Security Rule) for the Administration Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), and further agree to comply with said requirements. Regardless of the applicability of the above regulations, Collection Site agrees to handle all Services in a confidential manner and further agrees to maintain and handle all required records in a confidential manner. It is imperative that the information is not disclosed to any unauthorized individuals and/or personnel to maintain the integrity of the patient information. This will apply to, but is not limited to, handling, storing, transporting or transmitting confidential records, results or materials.



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**7. Collection Site Indemnity.** Collection Site shall indemnify and hold applya harmless from any claims arising out of the Services provided by Collection Site from any third party, including government entities (including any fees, costs, including without limitation attorneys' fees, expert witness fees and costs of court, and expenses associated with the defense against same (except to the extent that such claims are due to willful misconduct by applya.

**8. Non-solicitation.** During the term of the Agreement or any renewals thereof and for a period of one(1)year after termination of this Agreement, collection Site shall not solicit any Client (s) for the donors of which Collection Site has performed Services. This section shall survive the termination of this Agreement.

**9. Non-Disparagement.** Each Party agrees that the goodwill and reputation of the other Party are essential and should not be impaired at any time. Neither Party nor its agents shall communicate or cause or encourage others to communicate with any person in a manner which: (i) disparages the other Party or its respective affiliates, directors, officers, employees, representatives, agents, business partners, subcontractors, distributors, suppliers, or the products or services of any of the foregoing;or (ii) adversely affects, disrupts or interferes with the other Party's reputation, goodwill, business relationships, business plans, litigation, claims, business arrangements or agreements; or (iii) causes economic harm to the other Party.

**10. Insurance.** Collection site shall procure and maintain in effect during the term of this Agreement insurance of the type and in such amounts as are appropriate and commercially reasonable for parties engaging in the type of services contemplated by this Agreement, Collection Site shall notify applya of the termination, cancellation, lapse or any other material change in such coverage.

**11. Independent Contractor.** At all-time hereunder, the parties shall be independent contractors. Neither party nor its personnel shall be deemed to be an agent, servant, employee, joint venture, or partner of the other party, for any purpose whatsoever, by virtue of the Agreement.

**12. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs and legal representatives, but neither this Agreement nor any rights or duties hereunder shall be assignable by either party unless the other party consents in writing.

**13. Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given or on the third day after mailing if mailed to the Party to whom notice is to be given, by certified mail, return receipt requests, postage prepaid, and properly addresses set forth above. Any Party may change its address for the purpose of this Section by giving the other Party written notice of the new address in the manner set forth above.



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**14. Entire Agreement:** Modification: Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment of the Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or no similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party-making the waiver.

**15. Good Faith.** Each part represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance and any termination of this Agreement.

**16. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina.

**17. Dispute Resolution.** Should a dispute arise under this Agreement, the parties agree to mediate the dispute with a mutually agreed upon certified mediator in Greenville County, SC prior to the initiation of any claim. Excluding attorney's fees, any costs associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within ninety (90) days of referring it to the mediator, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Greenville, County SC. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. Each party hereby waives any and all rights to a jury trial for any action arising hereunder.

**18. Validity.** Should any section or provision of this Agreement be held to be void, invalid, or inoperative, it should not affect any other section or provision hereof, and the remainder of this Agreement shall be effective as though such void or invalid or inoperative section or provision or portion thereof had not been contained herein.



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Please Return to:  
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Collection Site Business Name: \_\_\_\_\_

Collection Site Name: \_\_\_\_\_

Address 1: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Address 2: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Main Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Office Hours: (For Drug Collection) \_\_\_\_\_ Appointment required?  Y  N

After-Hours Emergency Contact Number: \_\_\_\_\_

Are you a eScreen User?      Y      N

Are you a Quest PPN?      Y      N (If yes confirm your out of network fees for services).

**Standard rates accepted by applya to be part of the applya collection site network (In Network). If you do not wish to be an applya in network provider, list you rate in the Out of Network column.**

STANDARD SERVICE	IN-NETWORK	OUT OF NETWORK
Urine Collection (DOT-Non-DOT-INSTANT)	\$10.00	
Oral Collection	\$12.00	
Hair Collection	\$15.00	
Nail Collection	\$15.00	
Breath Alcohol Testing (BAT)	\$22.50	
On-site collections performed during the hours of 8am–5pm per hour/collector	\$50.00	
On-site collections performed after 5pm before 8am per hour/collector	\$90.00	
Mileage Fee -up to 30 miles each direction	Federal Rate	
Request for collector/record custodian to appear in court by subpoena per hour	\$50.00	



Please list any additional service you offer with your standard fee: (or you can attach your cost sheet)  
For Vaccines enter the cost for EACH, if listing cost by series please state so.

Service	Cost	Service	Cost
Blood draw/Venipuncture		Meningococcal vaccine	
DOT Physical		Booster	
Student Physical			
Pre-Employment PE (BP,Vision, UA Dip)			
Fit for duty (return to work exam)			
FCE (Functional Capacity Evaluations)			
Lift Test			
Vision (Ishihara)			
Audio			
Hepatitis A Vaccination			
Hepatitis B Vaccination			
Hepatitis A&B Vaccination (Twinrix)			
Hep B Titer			
MMR Vaccination			
MMR Titer			
Tdap Vaccination			
Td Vaccination			
Flu Vaccination			
TB Test Placement			
TB Test Reading			
CXR 1 view (if TB Positive)			
Varicella Vaccination			
Varicella Titer			

IN WITNESS THEREOF, the undersigned have duly executed this Agreement, or have cause this Agreement to be duly executed on their behalf, as of the Effective Date.

**Collection Site**

**applya**

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

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

By: \_\_\_\_\_  
Its Authorized Representative

By: \_\_\_\_\_  
Its Authorized Representative

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

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



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Exhibit B

<b>Donor Name</b>	<b>Specimen ID #</b>	<b>Date of Service</b>	<b>Service Performed</b>	<b>Price</b>
Sam Smith	D12345	2/7/2020	DOT urine collection	\$10

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*