

Agreement for Services

This Agreement for Services ("Agreement") is made as of _____ ("Effective Date") by and between Smart Sales, LLC dba Smartox, a Texas Limited Liability Company with its principal place of business located at 4850 Plaza Dr. Irving, TX 75063 (hereinafter called SMARTOX) and _____ with its principal place of business located at _____ (hereinafter called District). This agreement specifies the terms and conditions under which SMARTOX will provide services to the District.

1. Terms

This agreement will begin on the Effective Date, shall be for a period of one year, and shall be automatically renewed for successive one-year periods, subject to agreement by the parties to any price change, unless either party gives sixty (60) days written notice of non-renewal prior to the annual anniversary date.

2. Implementation of Program

Formal implementation of the Contract shall begin as follows:

- A. District will provide SMARTOX with a complete roster of all students including any identifying information that the District uses to track student results. SMARTOX agrees that all information regarding the District's students, including information provided to SMARTOX by the District and information generated about the students by SMARTOX, the Laboratory or the Medical Review Officer shall be kept confidential and not shared with any outside person unless Smartox is compelled to release such information by law.
- B. SMARTOX will administer extra-curricular student drug testing and employee testing for District. District will determine the reasons for testing to be implemented by SMARTOX.
- C. Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), CAP (FUDT) or CLIA will be utilized for the testing of biological specimens.
- D. All positive test results will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS), Liquid Chromatography/Mass Spectrometry (LC/MS) or Liquid Chromatography/Mass Spectrometry/Mass Spectrometry (LC/MS/MS) confirmation test procedure.

3. Review and reporting of test results:

- A. At the District's request, SMARTOX will contract with a certified Medical Review Officer (MRO) to review and report test results.
- B. Upon receipt of a positive test result, the MRO will obtain information from the chain of custody form in order to contact the donor or the donor's guardian. After a positive ruling has been determined by the Medical Review Officer, the District reporting contact will be notified by the MRO or Smartox Client Services Representative.

- C. Smartox shall provide District with reporting via internet for all test results. All information will be stored on the website for two years after testing is performed or until agreement is cancelled, whichever comes first.

4. Fee Schedule

See attached PRICING ADDENDUM

5. Payment Terms

Payment terms are net thirty (30) days from invoice date to the District. SMARTOX's invoices are listed in summary format with a detailed billing sheet attached. The sheet will include identifying information provided by District and the school campus tested. The District has the option to receive a summary invoice only, excluding the detailed sheet for confidentiality purposes.

6. Indemnification

SMARTOX is an independent contractor providing the administration of the District's adopted Employee Drug & Alcohol Testing Program, and services to support the reliability of such a program in legal and administrative proceedings. SMARTOX agrees to indemnify the District from and against all claims arising out of its obligations or duties as is otherwise required under the terms and conditions stated in this Contract.

SMARTOX does not control the enforcement of the District's policy or actions of the District's personnel. As an independent contractor, SMARTOX shall not be deemed to be engaged either directly or indirectly in the business of the District or deemed to be an agent of the District except to the extent necessary to comply with applicable Department of Health and Human Services regulations.

District agrees to hold harmless and indemnify SMARTOX from any loss, damage or claims brought to third parties, arising out of or resulting from any negligent or willful acts on the part of the District, or District's employees, concerning the release of confidential information.

7. Force Majeure

SMARTOX shall not be responsible for or liable to the District for its failure to perform or for any delay in performing any of the services required under this contract. In the event such failure or delay is caused by an Act of God, war or insurrection, or similar causes beyond the control of SMARTOX.

8. Loss of Certification

In the event that the drug testing laboratory loses its certification, SMARTOX will notify District and immediately begin corrective action to ensure District program will remain in compliance. District will not be responsible for paying fees and expenses until recertification is gained. District reserves the right to terminate the agreement in the event the delay in providing services is longer than 60 days.

9. Termination of Agreement

Either party may terminate this agreement for any reason upon sixty (60) days written notice to the other. District will promptly pay to SMARTOX any fees due and owing under paragraph 4 above. SMARTOX will immediately return to District all records and reports compiled in connection with the performance of this agreement, as District shall direct.

10. Litigation Support

SMARTOX will provide litigation support packages at District's request. SMARTOX shall provide expert witness testimony if required or requested by District. The District shall pay SMARTOX an hourly rate, agreed upon by both parties, plus reimbursement of all travel expenses incurred in providing such expert witness testimony.

Document Preparation.....\$ At Cost

Telephone Testimony \$ At Cost

Courtroom Testimony \$ At Cost

11. General Liability Insurance.

SMARTOX will maintain commercial general liability insurance of \$2,000,000.00, and professional liability for \$1,000,000.00.

12. Entire Agreement

These Terms and Conditions shall constitute the entire agreement and understanding between SMARTOX and the District.

13. Acceptance:

The signature below indicates acceptance of the Terms and Conditions contained in the Contract.

Accepted By:

Smart Sales, LLC dba Smartox:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date