

AGREEMENT FOR SERVICES

By signing below, _____ (“CLIENT”) agrees to the terms and conditions set forth below in order to receive laboratory testing services, consisting of but not limited to, Clinical, Environmental, Therapeutic Drugs and Drugs of Abuse, in blood and urine provided by Pacific Toxicology Laboratories (“COMPANY”).

1. TERMS

This Agreement shall become effective _____, and shall continue in effect for a period of one year or until terminated by either party. This Agreement may be terminated by either party, with or without cause, at any time, by giving the other party a 30-day prior written notice. This Agreement shall automatically renew subject to price changes for an additional period of one year at the end of each one-year term unless previously terminated by either party.

2. SERVICES

Company shall perform or subcontract for the services provided herein.

3. FEES

COMPANY agrees to charge, and CLIENT agrees to pay for all COMPANY testing and other services provided under this Agreement, in the manner and the amounts set forth herein.

4. INTERPRETATIONS AND USE OF INFORMATION PROVIDED

In the case of SAMHSA, DOT, NRC or other testing in which a Medical Review Officer (“MRO”) is required, CLIENT shall be solely responsible for providing its own MRO. The role of the MRO shall be to review and interpret test results. In cases in which a MRO is not required, CLIENT shall be solely responsible for reviewing and interpreting test results. In all cases, CLIENT shall be solely responsible for deciding what action, if any, shall be taken based upon the information provided. CLIENT shall also be responsible for using such information in a manner consistent with applicable laws and regulations.

In the case of on-site testing products, CLIENT acknowledges and understands that these products and services are not approved for use in either Federal workplace or Department of Transportation mandated drugs-of-abuse screening programs and certain other regulated programs. In all cases of on-site testing, CLIENT is solely responsible for ensuring the Products are used in accordance with applicable laws and regulations. The CLIENT acknowledges that the Products are not intended for diagnostic purposes.

5. ACREDITATION OF TESTING SITES

COMPANY shall ensure that all of its facilities, which perform testing services, are properly licensed and accredited. CLIENT shall ensure that all of its facilities performing on-site testing have and maintain all appropriate and required licenses.

6. BILLING

COMPANY will submit to CLIENT a monthly statement of services rendered to CLIENT by COMPANY for the prior month, and CLIENT agrees to emit payment to COMPANY within _____ days after the date of invoice. In the event of nonpayment, COMPANY may immediately discontinue services or remove discounts or special pricing. If COMPANY is compelled to bring suit to collect amounts due hereunder it shall also be entitled to recover interest of amounts due, reasonable attorney fees and costs of suit incurred in connection with the action. Overdue accounts may be subject to a service charge of 1.5% per month on the overdue balance or the maximum amount permitted by law, if less.

7. CONFIDENTIAL PATIENT INFORMATION

To the extent applicable, COMPANY shall maintain individual test records in confidence, as provided in applicable government regulations. To the extent consistent with applicable laws or regulations, COMPANY shall disclose information related to the services provided to the individual, the employer, or the decision maker in lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from that information.

By signing below, I represent that I am a duly authorized officer of CLIENT with the power to execute this Agreement and agree to the terms and conditions stated herein.

Signatures

CLIENT: _____ Date: _____

COMPANY: _____ Date: _____