

## Drug Free Sport

THE NATIONAL CENTER  
FOR DRUG FREE SPORT, INC.

816.474.8655  
www.drugfreesport.com  
810 Baltimore Avenue  
Kansas City, Missouri 64105

## Drug Prevention Service Agreement For University of South Florida Board of Trustees, a public body corporate for its Athletic Department

This Service Agreement and attached Special Provisions Supplement, which is hereby incorporated by reference and marked Exhibit "A" (hereinafter called "Agreement") is made this 20th day of September 2005, by and between The National Center for Drug Free Sport, Inc., a Missouri corporation ("DRUG FREE SPORT" or "Vendor") and University of South Florida Board of Trustees, a public body corporate for its Athletic Department ("CLIENT," "USF," "University" or "University of South Florida"). This Agreement shall commence on the Effective Date of November 11, 2005 and terminate on the first anniversary of the Effective Date, provided, however, this Agreement will be extended for additional one-year terms unless terminated by either party hereto. Notwithstanding anything herein to the contrary, this Agreement (including any extension thereof) may be revised, altered or modified by Drug Free Sport upon written notification to CLIENT. In consideration of the mutual promises hereinafter contained, the sufficiency of which is evidenced by the parties' signatures hereto, the parties agree as follows:

### Scope of Services:

DRUG FREE SPORT shall review and evaluate CLIENT's substance abuse program policies for its participants, as set forth on the attached Description of Services. DRUG FREE SPORT does not provide legal advice.

DRUG FREE SPORT shall provide the CLIENT with substance abuse and drug testing policy recommendations.

DRUG FREE SPORT shall utilize Substance Abuse and Mental Health Services Administration (SAMHSA) and/or World Anti-Doping Agency (WADA) approved laboratories for analysis of collected specimens, to include supplies, shipping and reporting of testing results to CLIENT's appointed individual, as set forth in the attached Description of Services.

DRUG FREE SPORT shall provide CLIENT with collection services, as set forth on the attached Description of Services.

### Terms:

DRUG FREE SPORT shall utilize Substance Abuse and Mental Health Services Administration (SAMHSA) and/or World Anti-Doping Agency (WADA) approved laboratories for analysis of collected specimens, including supplies, shipping and reporting of testing results to CLIENT's appointed individual. DRUG FREE SPORT will provide CLIENT with laboratory results as set forth on the attached Description of Services. All drug-testing supply orders must be submitted to DRUG FREE SPORT seven days prior to test date. Shipping expenses will be invoiced to CLIENT for supply orders not requested within seven day notice.

DRUG FREE SPORT shall provide on-site collection services by contracting with a certified sports drug-testing collector for such. CLIENT must provide collection date(s) to DRUG FREE SPORT 10-14 days prior to collection date to adequately facilitate scheduling of collectors.

CLIENT agrees that each sample being tested for performance enhancing substances will be sent to a laboratory that abides by the WADA Code of Ethics relating to testing procedures. CLIENT agrees not to participate in the monitoring of its athletes for performance enhancing substances in order to circumvent positive drug testing results. DRUG FREE SPORT hereby agrees that it will send all tests for performance enhancing substances to a laboratory that abides by the WADA Code of Ethics.

### Compensation:

DRUG FREE SPORT's fee for program policy review and development consulting services shall be \$700.00 for a maximum of five (5) hours of work. If work in excess of five (5) hours is needed, a new Service Agreement will be issued by DRUG FREE SPORT and signed by both parties before additional work will be performed. CLIENT will be invoiced upon completion of policy consulting work.

DRUG FREE SPORT's fee for a one-day on-campus educational program for athletic department personnel and student-athletes shall be \$1,500 plus all travel-related expenses (e.g. airfare, hotel, car rental and per diem). CLIENT will be invoiced upon completion of the educational program.

DRUG FREE SPORT's fee for specimen collection and laboratory specimen analysis, including supplies, shipping and reporting of results are defined on the attached Description of Services. DRUG FREE SPORT will submit an invoice for drug-testing services to the CLIENT.

In addition to the above fee schedule, collector will charge \$.29/mile round trip, up to a maximum of 100 miles, for each testing event.

CLIENT agrees to pay DRUG FREE SPORT by USF Purchase Order and in accordance with Exhibit A. ~~in full 30 days after receipt of any invoice.~~

~~Invoices not paid on a timely basis shall be charged late payment of 1.5% per month.~~

### Miscellaneous:

Force Majeure: Any delay or failure by either party hereto in the performance of this Agreement will be excused only to the extent that the delay or failure is due solely to causes or contingencies beyond the reasonable control of such party. If any force majeure condition occurs, the party whose performance fails or is substantially delayed because of such force majeure condition, shall give immediate notice to the other party and the protection of this paragraph shall begin only upon receipt of such notice.

Cooperation: CLIENT shall instruct its employees and agents to cooperate fully with DRUG FREE SPORT and to make available all necessary information for DRUG FREE SPORT to perform its services hereunder.

Confidential Information: DRUG FREE SPORT shall not divulge, use, or permit the use of any confidential information concerning the affairs of CLIENT that is gathered during the performance of its services, nor shall it provide its reports to anyone except the person designated by CLIENT to receive the same.

Confidentiality: In consideration of CLIENT engaging DRUG FREE SPORT pursuant to the terms of this Agreement and in recognition of the fact that DRUG FREE SPORT will be in a position, as a result of such engagement, in which it may gain confidential information about CLIENT, DRUG FREE SPORT covenants not to reveal any confidential information of CLIENT to any third party. DRUG FREE SPORT shall exercise reasonable care in safeguarding CLIENT's confidential information and DRUG FREE SPORT shall not copy, reproduce, divulge, publish or circulate CLIENT's confidential information to any of its employees or agents, other than those who have a legitimate need to know. Furthermore, DRUG FREE SPORT shall not copy, reproduce, divulge, publish or circulate CLIENT's confidential information to the National Collegiate Athletic Association (NCAA). In consideration of DRUG FREE SPORT performing the services provided in this Agreement, CLIENT covenants not to reveal any confidential information of DRUG FREE SPORT (including, without limitation, any account information, client information, pricing information, services and/or service documentation, or process information) to any third party without the express written consent of DRUG FREE SPORT, which shall not be unreasonably withheld. All provisions herein are subject to the Florida Public Records Law.

Independent Contractor Status: DRUG FREE SPORT, its employees and DRUG FREE SPORT's independent contractors shall be in the relation of independent contractor with CLIENT, and nothing herein shall be construed as designating DRUG FREE SPORT, its employees, or independent contractors as agents, partners, representatives, or employees of CLIENT for any purpose.

Entire Agreement: This Agreement, **Exhibit A, Smart Drug-Testing Price List and Sports-Drug Testing Client Contact Information** constitutes the entire agreement (hereinafter called the "Agreement") between the parties and supersedes all prior agreements or understandings between DRUG FREE SPORT and CLIENT relating to the subject matter herein.

**ATTACHMENTS:** Exhibit A: Special Provisions Supplement  
Smart Drug-Testing Price List (8/1/05-6/30/06)  
Sports-Drug Testing Client Contact Information

**IN WITNESS WHEREOF,** the parties hereto are hereby authorized to execute this Agreement and have executed this Agreement as of the day and year written above.

**CLIENT:**

University of South Florida **Board of Trustees, a public body corporate for its Athletic Department**

By: for W.E. DiBella 10/31/05

Tom DiBella, Director, Purchasing & Property Services

\_\_\_\_\_  
Name and Title

APPROVED AS TO  
FORM AND LEGALITY

H. Keith Hauger  
H. KEITH HAUGER  
ATTORNEY-U.S.F.

**DRUG FREE SPORT:**

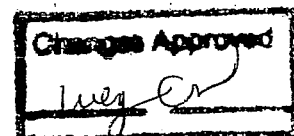
THE NATIONAL CENTER FOR DRUG FREE SPORT

Chris Nordby

By: \_\_\_\_\_

Chris Nordby Director of Sports Drug Testing  
Name and Title

Saved: Drug Free Sport





## Drug Free Sport

THE NATIONAL CENTER  
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www.drugfreesport.com  
810 Baltimore Avenue  
Kansas City, Missouri 64105

University of South Florida

### SMART Drug-Testing Price List

Effective: August 1, 2005 – June 30, 2006

**SMART (Sports Monitoring Addressing Real Threats) drug-testing panels** are designed to target substances specific to sport (e.g., ephedrine, anabolic steroids) at low detection levels. These panels also include other drugs of concern (e.g., marijuana, cocaine) to more effectively identify users. SMART testing panels can be customized and specific drugs (e.g., OxyContin®, Ritalin®, alcohol) may be added for analysis upon request of the client. Accredited laboratories will screen all samples and automatically confirm all positive screens. Positive tests will be reported quantitatively. Turnaround times vary depending on drug analysis and confirmations on positive screens, but the typical turnaround time for negative results using the SMART Basic Sports Panel or the SMART 5 Sports Panel is 24 hours following specimen arrival at the laboratory. Anabolic Steroid testing is completed at a World Anti-Doping Agency (WADA) accredited laboratory with results available within 14 days following specimen arrival. Panel prices include collection beakers, split sampling kits, custody and control forms and overnight shipping of samples to the laboratory. B sample testing is an additional cost.

#### SMART 4 Sports Panel With Ephedrine

\$26/sample

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamine/Methamphetamine	300 ng. /mL	100 ng. /mL
Cocaine 5µg. /mL	100 ng. /mL	50 ng. /mL
Marijuana Metabolite	20 ng. /mL	5 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL
Ecstasy (MDA/MDMA*)	300 ng. /mL	100 ng. /mL
Ephedrine	5µg. /mL	5µg. /mL

\*methylenedioxyamphetamine and methylenedioxymethamphetamine

#### SMART Testing Add-Ons

Substance:	Confirmation Cut-Off:	Price:
Methylphenidate (e.g., Ritalin®)	100 ng. /mL	\$5.00
Ephedrine	5 µg. /mL	\$5.00
Oxycodone (e.g., OxyContin®)	Level of detection	\$5.00
Ecstasy	300 ng. /mL	\$3.00
Ethanol (urine alcohol)	0.02%	\$2.00

When utilizing any of the above panels, specimens will be screened using Enzyme Immunoassay. Positive screens will be confirmed using **Gas Chromatograph/Mass Spectrum (GC/MS)**. Confirmed positives will be reported quantitatively. Confirmations are included in the quoted price of the sample. Negative results will be available within 24-48 hours of receipt at the laboratory and provided to the client via secure Internet access. Positive results will be confirmed and available within an additional 72 hours (depending on the drug class) and available to the client via secure Internet access.

**SMART Anabolic Steroid Panel****\$50/Sample**

Substance:	Cut-Off:
Boldenone	20 ng. /mL
Methenolone	20 ng. /mL
Methyltestosterone	20 ng. /mL
Methandienone	20 ng. /mL
Nandrolone	20 ng. /mL
Stanozolol	20 ng. /mL
Testosterone	T/E of 15:1

SMART Anabolic Steroid analysis will be performed using GC/MS reporting at the above cut-off levels does not include split sampling (B sample confirmations). Results are available within 14 days of receipt by the WADA accredited laboratory.

**Full Anabolic Steroid Panel\*****\$100/sample**

Substance:	Substance:	Substance:	Substance:
Androstenediol	Dehydroepiandrosterone (DHEA)	Methenolone	Oxandrolone
Androstenedione	Dihydrotestosterone (DHT)	Methyltestosterone	Oxymesterone
Boldenone	Dromostanolone	Norandrostenediol	Oxymetholone
Clenbuterol	Fluoxymesterone	Norandrostenedione	Stanozolol
Clostebol	Mesterolone	Nandrolone	Testosterone
Dehydrochloromethyl-testosterone	Methandienone	Norethandrolone	Other related compounds

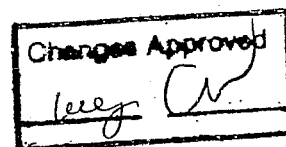
\*This list is consistent with the NCAA banned list of anabolic agents. **Tetrahydrogestrinone (THG)** can be added for an additional cost. Contact Drug Free Sport for a quote. Analysis will be performed using GC/MS reporting at detection levels. A testosterone/epitestosterone ratio greater than 6:1 will be reported. Results are available within 14 days of receipt by the WADA accredited laboratory.

**SMART (Sports Monitoring Addressing Real Threats) drug-testing collection services** are just as important as laboratory analysis. There are many ways to "beat" a drug test during the collection process. SMART collection services eliminate conflict-of-interest issues with the client's staff. Utilizing professionally trained collectors also prevents sample adulteration, substitution or manipulation through observed collections and through on-site specimen validity testing. Collectors are certified sports drug-testing collectors and will specifically follow the department's policies.

Collection fee schedule for 2005-06:

# Of Athletes Tested per Test Date:	Price per Sample:
10-19 athletes	\$ 20
20-29 athletes	\$19
30 + athletes	\$18

Fuel Fee: In addition to above fee schedule, collector will charge ~~40~~ 29/mile round trip for each testing event.



Minimum Number: If the client chooses to test less than 10 athletes on any given test date, fees can be negotiated with the designated collector and Drug Free Sport will provide a quote upon request or the certified collector can train the client's staff to perform occasional collections free of charge. Drug Free Sport should have testing date(s) from the client 10-14 days in advance whenever possible. Drug Free Sport will assign collection contractor(s) to testing sites and provide administrative and policy support to crews via 24-hour availability.

Athlete Scheduling and Fees: Collection management and related expenses are based upon the number of athletes scheduled for testing on a particular test date. Therefore, Drug Free Sport will invoice for collection services based upon the number of athletes scheduled if fewer athletes are tested and if the collector is not notified of changes in the total number of athletes to be tested at least 24 hours in advance.

Wait Time: Athletes will be expected to provide an adequate (concentrated, alkaline and at or above minimum volume requirement) specimen within three (3) hours of reporting to the test site. If the athlete(s) fail(s) to produce an adequate specimen within 3 hours and all other testing is complete for that testing event, collectors may charge a wait time of \$50/hour.

The sports drug-testing collection contractor(s) will arrive at the designated location at least fifteen minutes prior to the first scheduled collection time on the test date. The client representative will be responsible for notifying the athletes of their selection to drug test and when and where to report. The client representative will provide the collector(s) with a list of athletes selected for drug testing. The client representative also will be responsible for set-up of the collection site according to the needs of the collection contractor and should remain at the collection site throughout the drug-testing event.

Drug Free Sport will follow the client's drug testing policies. The client will obtain and keep on file signed consent forms on all athletes subject to drug testing. Drug Free Sport will utilize a SAMHSA and/or WADA accredited laboratory to test for any of the substances identified as banned in the client's written policies. The client will have the option to select from any of the panels above for the fees listed. These panels can be selected on the test day during collection processing.

Results will be returned to the appropriate individual(s) consistent with the client's policy (via fax or secure Internet access) with the cost included in the quoted panel prices above.

The client has the option of providing Drug Free Sport with athlete rosters to generate unbiased random selections for drug testing. Drug Free Sport will run computerized random selections and provide the client with a list of athletes selected for random drug testing via fax or email.

Upon request, Drug Free Sport will issue reports on the number of athletes tested and results information. Drug Free Sport will maintain databases sufficient to satisfy selection protocol and reporting requirements. All databases will be securely maintained under strict confidentiality policies.

## Exhibit A

### SPECIAL PROVISIONS SUPPLEMENT

Between the University of South Florida Board of Trustees,  
a public body corporate ("University"/"Client) and  
The National Center for Drug Free Sport, Inc. ("Vendor/Drug Free Sport")

Now, therefore in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. Governing Law. This Agreement is governed by the laws of the state of Florida and any provisions herein, in conflict therewith, shall be void and of no effect. Venue for all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Hillsborough County, Florida. This choice of venue is intended by the parties to be mandatory. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.

2. Payment. All Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendors' payment within 40 days (35 days for healthcare providers) after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If the payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 55.03(1), Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to University, providing said request is received by University no later than 40 days from the date shown on the University's check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.

Vendors shall submit detailed invoices sufficient for a proper pre-audit and post-audit thereof. Each invoice must clearly identify the services, portion of services, and expenses for which compensation is sought. Payment will be tendered only for services or the portion of services completed prior to the submission of the invoice, or for expenses incurred prior to such submission. The University shall determine the accuracy of all invoices. Invoices that have to be returned to the Vendor because of Vendor preparation errors will result in a delay of the payment. In such cases, the invoice payment requirements do not start until a properly completed invoice is provided to the University.

Vendor may request partial payment in the full amount of the value of service received and accepted by submitting a properly executed invoice, with supporting documents, when required by University. The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481. Written inquiries can be addressed to: USF Accountant Payables, 4202 E. Fowler Avenue, ADM 147, Tampa, Florida 33620.

3. Taxes. The State of Florida, and University as a state agency, is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

4. Unilateral Cancellation/Public Records Law. The University may unilaterally cancel this Agreement for refusal by Vendor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

5. Cancellation. Either party may cancel this Agreement at any time by giving the other party sixty (60) days written notice, by certified mail, return receipt requested. Providing said notice is so given, this Agreement shall terminate upon sixty (60) days from the date thereof and the liability of the parties under this Agreement for further performance of the terms and conditions shall then cease, but the parties shall not be relieved of the duty to perform their obligations up to and including the date of termination. A termination penalty may not be charged to the University.

6. Travel. If this Agreement expressly provides that the University will be responsible for paying for Vendor's travel expenses, such travel expenses, meals and lodging shall be paid in accordance with Section 112.061, Florida Statutes. Any expenses in excess of the amounts prescribed by law shall be borne by Vendor.

7. Sovereign Entity. Nothing in the Agreement shall be construed as an indemnification of the Vendor by the University. University warrants and represents that as a sovereign entity, it is self-insured. University assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of University and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the University. Vendor and University agree that nothing contained herein shall be construed or interpreted as (a) the consent of University and State of Florida, their agents and agencies to be sued except as provided for herein; or (b) a waiver of sovereign immunity by University and the State of Florida beyond that provided in Section 768.28, Florida Statutes.


8. Availability of Funds. The University's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The University shall give notice to Vendor of the non-availability of such funds when the University has knowledge thereof. Upon the Vendor's receipt of such notice, the Vendor is entitled to payment for only those services performed prior to the date notice is received.

9. Incorporation by Reference. This Special Provision Supplement is herein incorporated by reference into the body of the contract entered into by the parties. If any of the provisions of this Supplement conflict with any other term or terms of the Contract, the provisions of this Supplement shall govern and control.

The duly authorized representatives of the parties execute this Special Provisions Supplement this 31st day of October, 2005.

University of South Florida  
Board of Trustees, a Public Body  
Corporate

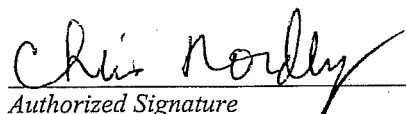
By:

  
Authorized Signature

Tom DiBella, Director  
Purchasing & Property Services

The National Center for Drug Free  
Sport, Inc.

By:

  
Authorized Signature

Chris Nordby  
Director of Sports Drug Testing