

Browning Public Schools
Board Agenda Request
Meeting to Be Held: 12/17/2019



Recognition: Students Staff Parents
Information: Building Report Old Business Superintendent's Report
Action: Resignation Hiring Contract Service Agreements
 Travel Out-of-State Travel In State Approvals
 Termination Legal Matters Other: _____
This action request pertains to Elementary (only) High School/District Wide

Date: 12/3/2019

To: **Corrina Guardipee Hall**
 Superintendent

From: John E Salois
 Title: Human Resources Director

Subject: **Request approval to renew Third Party Administrator Contract for Testing With Integrity to meet DOT requirements as per CFR 49-40 et al.**

Description: Renewal of Testing With Integrity contract for DOT required and other Controlled Substance and Alcohol Testing Program. Non-Exclusive contract.

Financial Impact: Cost is per test as per contract section: Terms of Payment

Funding Source (Budget/grant, etc.): Student Activities

Attachment(s): Contract

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: N/A (Info) Approved Denied Tabled to: _____

Agreement for Drug and Alcohol Program Administration Fiscal Year 2020

This agreement made and entered into on November 6, 2019 between **William P. Hanley (Testing with integrity/Tng) P.O. Box 633, Fairfield, Mt 59436** hereinafter referred to as "Company" and **Browning School District, Browning, Montana 59417** hereinafter referred to as "Client".

Purpose of Engagement

Company will administer clients' drug and alcohol testing program for all employees covered by regulation and non – covered employees.

In consideration of the mutual obligations hereunder, the parties agree as follows:

Company agrees to provide outside administrative services for clients drug testing which Includes the following:

Development of random drug testing selection and Company notification protocols.

Arrange for random drug testing and random breath alcohol testing.

Maintain random testing pool participants/Volunteers.

Maintain DOT random selection pool and maintain all random pool records.

Two pools DOT/Non-DOT.

Provide client with its results within One to Three business days of client's request.

Maintain record of all drug tests.

Provide Client with regulatory updates affecting the program and Providing Medical Review Officer Services.

Above listed services will adhere to 49 CFR 40 Guidelines, Rules and Regulations Including Par 382, Part 655 and 391 – Controlled Substances and Alcohol use testing Et. al... and the Drug Free Workplace Acts of 1988 and 1989.

Clients Obligations

Identify all of its employees subject to drug and alcohol testing. Distribute information regarding Clients employee's policy to all affected Employees and adhere to drug and alcohol policy and procedures manual.

Relationship of the Parties

Testing With Integrity, is an Independent Contractor, and this agreement does not create a Relationship of general agent, servant, employee, partnership, joint venture association.

Testing With Integrity, shall report to client the results of tests conducted by Testing With Integrity, in the manner requested by the Client. Client Authorizes Testing With Integrity, to report test results directly to the Department of Transportation State of Montana and Federal department of Transportation.

Terms of Payment

The pricing will be guaranteed for a period of one (1) year from acceptance date. Either party may cancel the agreement by giving the other party a ninety (90) day written notice. Parties agree not to pay and invoice for collection, laboratory, or Medical Review Officer cost, not billed by Testing With Integrity. Client agrees the Testing With Integrity will be paid with in Fifteen (15) days of the invoice date. A late payment charge of one and half percent (1-1/2%) per month shall be imposed if the payment is not received with in thirty (30) days from invoice date. Service other than those set forth in this agreement will be billed at additional rates subject to Agreement of the Parties. Renewal Invoice for TPA services (\$125) includes registration in random consortium, all administration support.

Cost of testing is as follows: DOT @ selected Collection Site \$55.00: Non-DOT @ Selected Collection Site \$53.00: Breath Alcohol Testing on or off site \$35.00 per test includes confirmation. DOT at your facility \$38.00: Non-DOT at you facility \$32.00 and Pre-employment testing for Sub Workshop participants Instant kits cost \$21.00 per test with all positive results sent to Certified Lab for confirmation. There is also a \$60 Set/up fee for mobile testing. After hours collection (6PM to 6AM) there will be a \$75.00 additional fee.

Drug tests under this Agreement (49 CFR 40 part 382 et.al. Governing Authority, DOT Split Sample only and Breath Alcohol Testing (EBT) includes, initial screening Gas Chromatography/ Mass/ Spectrometry (GCMS), Confirmation 5 expanded Categories of Drugs including Amphetamines, Marijuana (THC), Cocaine, Opiates and Phencyclidine (PCP, MDMA, 6-monoacetylmorphine, and MDEA and expanded opiate detection. Federally Certified Lab to be used under this agreement will be Pacific Toxicology Laboratories , MRO(Doctors Review Services) and Certified Collection Sites selected by Testing With Integrity. Non-DOT testing will also be facilitated in accordance with the aforementioned rules and regulations.

Notices

All notices which may be given hereunder shall be in writing and may be delivered personally to a duly authorized representative of Company or of Client. Or by mail postage prepaid, addressed to Company, Testing with Integrity to Client at the address set forth below in this Agreement. Either party may change its address for receipt of notices by giving notice of such change to the other party in this manner.

Miscellaneous Provisions

The term of this Agreement will be one year from the date signed by Client below. The Provisions under "Indemnifications Obligations" will survive the end of the term of this Agreement.

This agreement is not exclusive agreement for testing by Testing With Integrity. Client may elect, whether during or after the term of this Agreement, to contract with other service providers for testing services.

This Agreement contains all of the terms and conditions of the parties regarding the subject matter of this Agreement, and supersedes any prior agreement, whether oral or written. This Agreement may only be modified in writing, signed by an authorized representative of Client and Testing With Integrity.

The invalidity of any term or condition of this Agreement shall now affect the validity of any of the remaining terms and conditions, and to the extent, the terms and conditions of this Agreement are severable.

Wavier

The wavier of either party to one or more defaults on the part of the other shall not be construed to operate as a waiver of any subsequent defaults.

Governing Law

This agreement shall be governed in all aspects by the Federal Laws and the Laws of the State of Montana.

Testing With Integrity

By: *Alicia P. Hanley*

Title: CEO/Owner

Date: November 6, 2019

Browning School District, Browning, Montana 59417

By: _____

Title: _____

Date: _____
