

Browning Public Schools
Board Agenda Request
Meeting To Be Held: November 26, 2024



Recognition: Students Staff Parents
Information: Building Report Old Business Superintendent's Report
Action: Resignations 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: 11/20/24

To: Rebecca Rappold
 District Superintendent

From: Bev Sinclair
Title: Director of Human Resources

Subject: SafeTrac, Agreement for DOT Drug and Alcohol Testing 2024-2025

Description: New Third Party Administrator (TPA) Agreement for DOT requirements as per CFR 49-40 et.al., and other Controlled Substance and Alcohol Testing Program. Non-Exclusive contract.

Financial Impact: Costs are \$72.35 per test and per Service Pricing Schedule

Attachment(s): Drug/Alcohol Testing Services Agreement

Superintendent Action: Approved Denied Deferred Initial & date: _____

Comments: _____

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



Drug & Alcohol Testing Services Agreement

This Agreement made this 19th day of November 2024 by and between Browning Public Schools School Dist #9; hereinafter referred to as BPSD#9; and SafeTrac Solutions, Inc; hereinafter referred to as STS.

BPSD#9 desires to have STS provide it with Drug & Alcohol Testing Services for its commercial vehicle drivers, prospective drivers and other employees and prospective employees who are covered by 49 CFR §382.103; STS desires to provide these services to BPSD#9.

In consideration of the mutual covenants and conditions contained herein, BPSD#9 and STS agree as follows:

1. **Services** STS will provide drug and alcohol testing services which conform with US Department of Transportation regulations 49 CFR, §40 and §382. These services will include:

- Compliant Policy and Program development
- UDS specimen collection services
- Specimen courier services
- Laboratory testing services
- UDS confirmation testing services
- MRO services
- Alcohol testing services
- Alcohol confirmation testing services
- Telephone, or other secure transmission, reporting services for pre-employment, reasonable suspicion and return-to-duty tests.
- Written confirmation reporting services
- Random pooling and selection services
- Reporting and statistical services

2. **Services Fees** Service fees are listed in the addendum to this agreement.

Service fees are subject to change and STS agrees to give BPSD#9 thirty days written notice of any change in fees.

UDS collection and BAT charges for after-hours, remote, mobile or other extraordinary collection service circumstances are not included in these fees and will be billed separately.

3. **Termination of Agreement** This agreement may be terminated by either party, at any time, with or without cause, upon thirty days written notice to the other party.

4. **Warranties** STS warrants its drug and alcohol testing services will be performed in a competent and professional manner. All drug and alcohol testing services will be performed in accordance with US Department of Transportation regulations 49 CFR, §40 and §382.

BPSD#9 agrees to follow compliance instructions given to it by STS regarding drug and alcohol testing. STS will not warrant any actions taken by BPSD#9 at its sole discretion or any actions taken by BPSD#9 contrary to the advice and counsel of STS.

5. **Exclusivity** BPSD#9 is not bound to use STS services exclusively and may use similar services provided by other companies, if it so desires. Any such services, provided by other parties, will not be warranted by STS.
6. **Duration of Agreement** This agreement is an ongoing, durable agreement without expiration, subject only to its termination clause (3).
7. **Ownership of Records** All testing documents and records obtained as a part of the described service will remain the property of BPSD#9. STS has the right to make copies of these records and to maintain the copies for its legitimate business needs.
8. **Confidentiality** All information obtained by STS will remain strictly confidential. This information will not be given, traded, resold or in any other manner disseminated without the expressed written consent of BPSD#9 or when ordered to do so by a court or agency of proper jurisdiction.
9. **Montana Law Applicable** This agreement is deemed to be a Montana contract and shall be construed and governed by Montana law.
10. **The Entire Agreement** This agreement contains the entire agreement and understanding of the parties, and supersedes any and all prior negotiations and understandings. This agreement shall not be modified, amended or changed in any respect except through written notification provided to all parties hereto.
11. **Commitment to Compliance** As part of this agreement STS and BPSD#9 jointly pledge their commitment to full compliance of US Department of Transportation regulations 49 CFR, §§40 and 382. BPSD#9 will, at the direction of STS, conduct all drug & alcohol testing in accordance with the referenced regulations.

Moreover, BPSD#9 is responsible for providing applicants and employees with a copy of the Drug & Alcohol Testing Policy & Program; and receiving a signed receipt for it; prior to conducting any drug or alcohol testing on the individual.

12. **Proprietary Property & Work Product.** As part of its service to BPSD#9 STS provides documents which meet state and federal compliance requirements, particularly, but not exclusively, a Company Drug and Alcohol Testing Policy and Program. The provision of such documents by STS are meant for internal use by BPSD#9 only, and may not be shared, traded, copied or otherwise transmitted to anyone outside of the Company.

All documents provided to BPSD#9 by STS for the purpose of compliance are the proprietary property and work product of and are copyrighted by STS.

In Witness Whereof, the parties have executed this Agreement the day and year first above written.

SafeTrac Solutions, Inc

Browning Public Schools School Dist #9

By: Natalie R Bowe

By: _____
(Print Name)

Title: Client Services Administrator

Title: _____

Signature: 

Signature: _____

ADDENDUM TO DRUG & ALCOHOL TESTING AGREEMENT
November 19, 2024

Service Pricing for Browning Public Schools School Dist #9

- \$72.35 per drug test conducted
- \$50.00 per alcohol test conducted
- ⁽¹⁾ Remote Collection Fees \$27.85 per collection
- ⁽²⁾ Extraordinary Collection Fees Based on charges from collection site
- ⁽³⁾ Annual Maintenance Fee \$54.00 per year

⁽¹⁾ Remote Collection Fees apply to collections, at collection sites, who charge extremely high prices for urine drug screening collections.

⁽²⁾ Extraordinary Collection Fees are fees charged by collection sites for services beyond the standard collection fee. These could include after-hours, observed, on-site or other extraordinary charges.

⁽³⁾ Annual Maintenance Fees only applies to companies who are enrolled in a consortium random testing pool, and don't conduct any drug or alcohol testing during the entire course of the calendar year.



Drug & Alcohol Testing Services Certification

This Certification made this 19th day of November 2024 by Browning Public Schools School Dist #9; hereinafter referred to as BPSD#9; and SafeTrac Solutions, Inc; hereinafter referred to as STS.

BPSD#9 desires to have STS provide it with Drug & Alcohol Testing Services for its employees or prospective employees who are covered under 49 CFR, §382 and 49 CFR, §40; and STS desires to provide these services to BPSD#9.

Under 49 CFR § 40.347(b)(2), STS is prohibited from including employees, who are not covered under 49 CFR, §382, in its FMCSA random testing pool. The regulatory language of §382.103 - APPLICABILITY is:

This part applies to service agents and to every person and to all employers of such persons who operate a commercial motor vehicle in commerce in any State and are subject to:

- (1) The commercial driver's license requirements of part 383 of this subchapter;
- (2) The Licencia Federal de Conductor (Mexico) requirements; or
- (3) The commercial drivers license requirements of the Canadian National Safety Code.

In consideration of the mutual covenants and conditions contained herein, BPSD#9 agrees as follows:

- 1. **Services** STS will provide drug and alcohol testing services which conform with US Department of Transportation regulations 49 CFR, §382 and 49 CFR, §40.
- 2. **Certification** BPSD#9 certifies it operates under the Federal Motor Carrier Safety Regulations and is authorized to conduct drug and alcohol testing under 49 CFR, §382.

BPSD#9 is fully responsible for the proper determination of whether an employees or prospective employee is covered by testing requirements under 49 CFR, §382. Moreover, BPSD#9 certifies that it will not conduct DOT drug or alcohol testing on employees or prospective employees who are not covered under 49 CFR, §382; nor will it enroll in STS's FMCSA Random Testing pool, an employee or prospective who is not covered under 49 CFR, §382.

In Witness Whereof, the parties have executed this Certification the day and year first above written.

SafeTrac Solutions, Inc

Browning Public Schools School Dist #9


By: Natalie R Bowe

By: _____

(Print Name)

Title: Client Services Administrator

Title: _____

Signature: 

Signature: _____