

Browning Public Schools
Board Agenda Request
Meeting to Be Held: 11/30/16



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: 11/11/16

To: **John Rouse**
 Superintendent

From: Jason Andreas
 Title: Executive Director

Subject: Testing with Integrity - Contract Renewal

Description: Jason Andreas, Executive Director is recommending entering into a contract with William P. Hanley (DBA: Testing With Integrity) for employee pre-employment drug screenings. This contract does not prevent the district from using other drug screening companies, it just sets the fee structure if we were to use Testing With Integrity after January 1, 2016. We have currently advertised for other vendors and are soliciting their fee structures. The district intends to use the most cost effective vendor for these services.

Financial Impact: based on number of tests

Funding Source (Budget/grant, etc.): HR: 226.90.160.2316.330 (25%); HR: 126.90.160.2316.330 (75%)

Attachment(s): Agreement for Drug and Alcohol Program Administration 2017

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

Comments: _____

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

William P. Hanley
P.O. Box 633
Fairfield, Montana 59436

Date: November 1, 2016

Browning School District (Employees)
P.O. Box 610
Browning, Montana 59417

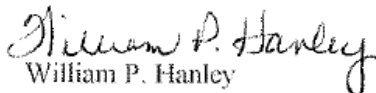
Attention: Ms. Sherie Blue

Once again it is that time of year to renew your Third Party Administrator Contract (Controlled Substance and Alcohol Testing Program) meeting DOT requirements per CFR 49-40 et al. I am happy to say that I will be able to hold the current pricing level for another year. Also, that the Lab has stated they would review at 6 months and pass on any savings and I in turn will pass them on to you. In reviewing your contract (Attached) you will find a complete break down of cost for you.

I sincerely hope that you will consider renewing your contract with us for I feel that we have provided a quality service that has enabled you to meet your DOT testing requirements. I have taken the liberty of enclosing a contract for review and signature. If you decide to renew with us please sign the hi-lighted areas. Make a copy of the signature page and return it to the above address with your fee (invoice enclosed). Also we would request an updated employee list consisting of the employee's name and the last four of his/her Social Security Number. It is extremely important that we have an updated list so that next years (2017) pool be built accurately (and we have to have a new list on file). Also please note that we need to be notified if you bring on new employees or one leaves. Lastly, DOT requires that all new hires be tested (Pre-employment) before commencing employment. They are not considered eligible to work in Safety Sensitive Positions unless the test is completed (per DOT CFR 49-40).

Finally we would request that all necessary paperwork be returned no later than December 5, 2016. One Last note: I have partnered with Mobile Testing with Integrity (Mr. Scott Calvi, Cut Bank Montana) to facilitate the specimen collection process for the upcoming year. I have trained Mr. Calvi thoroughly and feel very confident that he will continue to supply you with the quality service you are accustomed too. I will continue to be your Third Party Administration and facilitate collections and be available for any questions you may have. Thank you for your kind attention and we hope that we can continue our good working relationship in the area of Controlled Substance and Alcohol Testing and the maintenance of Drug Free Workplace Environments.

Regards,


William P. Hanley

Phone: 406-467-3330

Email: billsdrl@3rivers.net

AGREEMENT FOR DRUG AND ALCOHOL PROGRAM ADMINISTRATION FISCAL YEAR 2017

This agreement made and entered into on 1/1/2017, between William P. Hanley (Testing With Integrity), P.O. Box 633, Fairfield, Montana 59436 hereinafter referred to as "**Company**" and Browning School District (Employees), Browning, Montana hereinafter referred to as "**Client**".

PURPOSE OF ENGAGEMENT

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

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 elements:

Development of random selection and School notification protocols. Random selection will be at the rate of DOT Requirements 49-CFR 40.

Arrange for random drug testing and random breath alcohol testing.

Maintain random testing pool participants/ volunteers.

Maintain random selection pools and maintain all random pool records

Provide client with its results within One to Three business days of Clients 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 Part 382 and Part 655– Controlled Substances And Alcohol Use Testing et. al., and Drug Free Workplace Act of 1988 and 1989.

CLIENTS OBLIGATIONS

Identify all of its Students subject to drug and alcohol testing.

Distribute information regarding Clients Students policy to all affected Students.

Adhere to drug and alcohol policy and procedures manual.

Testing With Integrity, will indemnify, defend and hold harmless Client, and members of the Clients Board of Trustees, officers, students, agents and representatives, against any claim, whether or not it ripens to an administrative proceedings or court action, including any judgement, award and attorney fees and costs, by any third party arising out of or relating to the acts or omissions of Testing With Integrity and its directors, officers, students, agents and representatives. Such defense of Client By Testing With Integrity shall be solely at Testing With Integrity's expense by counsel chosen by client except when Client fails to meet its specific obligations and responsibilities as outlined by established Policy and Procedures for a Controlled Substance and Alcohol Testing Program.

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 or 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 the Federal Department of Transportation.

RESOLUTION OF DISPUTES

Any controversy or claim arising out of or relating to this contract, the breach thereof, or the performance or implementation of the terms and provisions therein, shall be settled by arbitration in accordance with the rules of American Arbitration Association. All arbitration hearings hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place at a site mutual agreed to by both named parties. The costs and expenses of arbitration, including fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators determine.

TERMS OF PAYMENT

The pricing will be guaranteed for a period of one (1) year from the acceptance date. Either party may cancel the agreement by giving the other party a ninety (90) day written notice. Parties agree not to pay any invoice for collection, laboratory, or Medical Review Officer cost, not billed by Testing With Integrity. Client agrees that Testing With Integrity will be paid within fifteen (15) days of the invoice date. A late payment charge of one and half percent (½%) per month shall be imposed if the payment is not received within thirty (30) days from the 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 (\$125.00) 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 your facility \$29.00. There is also a \$60 set up fee for mobile testing. After hours collection (6P.M. to 6A.M.) 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 for 5 Expanded Categories of drugs including Amphetamines, Marijuana (THC), Cocaine, Opiates and Phencyclidine (PCP), MDMA, 6-Monoacetylmorphine, and MDEA. Federally Certified Lab to be used under this agreement will be Pacific Toxicology Laboratories, MRO (Dr. Neil Dash, Doctor's 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 "Indemnification 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 supercedes 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 not affect the validity of any of the remaining terms or conditions, and to the extent, the terms and conditions of this Agreement are severable.

WAIVER

The waiver 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 William P. Hanley

Title CEO - Browning

Date 1/1/2017

Browning School District (Employees) Browning, Montana (Client)

By _____

Title _____

Date _____
