

Agreement for Drug and Alcohol Program Administration Fiscal Year 2021

This agreement made and entered into on **February 9, 2021** 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 Students covered by School Policy.

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

Company agrees to provide outside administrative services for client's drug testing which Includes the following:

Development of random drug testing selection and notification protocols.

Arrange for random drug testing and random breath alcohol testing (warranted).

Maintain random testing pool participants.

Maintain random selection pool and maintain all random pool records.

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 Pertaining to Controlled Substances and Alcohol use testing, Et. al.... and the Drug Free Workplace Acts of 1988 and 1989.

Browning School Districts Obligations

Identify all of its students' subject to drug and alcohol testing. Distribute information regarding Schools policy to all affected Students and adhere to drug and alcohol policy and procedures manual.

It is also the Schools Obligation to see that Students adhere to CDC Guidelines which include Social Distancing and the wearing of Masks through all testing events. Failure to do this will result in cancelation of Testing Process.

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 to appropriate School Officials.

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 (\$225) includes registration in random consortium, all administration support.

Testing will be by Instant kits (5-to-8 panel) cost \$22.00 per test with all positive results sent to Certified Lab for confirmation. Cost to send positive results to lab will be \$38.00 (cost includes cost if Instant Kit). There will be a \$25.00 additional fee if there is MRO (Medical Review Officer Involvement). 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 sent to Lab under this Agreement will be processed as Non DOT split samples that includes, initial screening and 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 and expanded opiate detection. A Federally Certified Lab will be used under this agreement and will be Pacific Toxicology Laboratories and Medical Review Services will be facilitated by Doctors Review Service.

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: _____

Title: _____

Date: _____

Browning School District, Browning, Montana 59417

By: _____

Title: _____

Date: _____