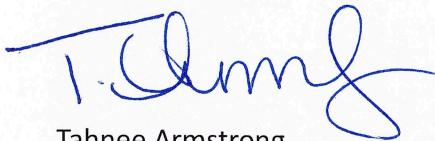


October 3, 2024

Dear Board of Trustees,

Due to a recent change in my work schedule, I, Tahnee Armstrong, am unable to fulfill the DOT drug testing (including maintenance of the random selection pool) contract (dated June 1, 2024) presented to the Board on May 14, 2024.

Respectfully,



Tahnee Armstrong

RECEIVED

OCT 03 2024

BY: Blind

Browning Public Schools
Board Agenda Request
Meeting To Be Held: May 14, 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: May 9, 2024

To: Board of Trustees
 Browning Public Schools

From: Corrina Guardipee-Hall
Title: Superintendent

Subject: Tahnee Armstrong, Third Party DOT Administrator Contract 2022-2023

Description: Approve contract for DOT requirements as per CFR 49-40 et.al., 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.): 126 / 226.90.160.2316.330

Attachment(s): Agreement

Superintendent Action: Approved Denied Deferred Initial & date: _____

Comments: _____

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

Agreement for Drug and Alcohol Program Administration Fiscal Year 2024-2025

This agreement made and entered into on June 1, 2024 between Tahnee Armstrong P.O. Box 2658, Browning, MT 59417 hereinafter referred to as "Company" and Browning School District, Browning, MT 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

- 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 Part 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

Tahnee Armstrong, is an independent contractor, and this agreement does not create a relationship of general agent, servant, employee, partnership, joint venture association.

Tahnee Armstrong, shall report to client the results of tests conducted by Tahnee Armstrong, in the manner requested by the Client. Client authorizes Tahnee Armstrong, 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 Tahnee Armstrong. Client agrees that Tahnee Armstrong will be paid within Fifteen (15) days of the invoice date. A late payment charge of two (2) percent per day may be imposed if the payment is not received within fifteen (15) days of 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 (\$200) includes registration in random consortium, and all administrative support.

Cost of Services:

DOT @ selected collection site	\$75.00
Non-DOT @ selected collection site	\$40.00
-all presumptive positive tests will be sent to the lab for confirmation	
Breath Alcohol Testing on or off site	\$50.00
Pre-employment urine collection	\$35.00
Set up fee	\$60.00
Confirmation of test	\$25.00
After hour collection (6pm-6am) fee	\$75.00

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 Tahnee Armstrong. 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 Client. USPS may also be used to Company at the listed address. 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 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 Tahnee Armstrong.

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.

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.

Tahnee Armstrong _____

Title: _____

Date: _____

Browning Public Schools, Browning, MT 59417

By: _____

Title: _____

Date: _____