

Browning Public Schools
Board Agenda Request
Meeting To Be Held: January 9, 2018



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: January 5, 2017

To: **Corrina Guardipee-Hall**
 Superintendent of Schools

From: Emorie Davis Bird, Director
Title: Human Resources

Subject: **Agreement for 2018 Testing With Integrity – William Hanley**

Description: Emorie Davis Bird is recommending extending the Agreement, "Testing With Integrity" for 2018. The Agreement is not exclusive to Testing With Integrity. In the agreement under the clause, "Miscellaneous Provisions," the contract allows for the district to contract with other service providers for testing services should any local vendors be interested in providing such services.

Financial Impact: TBD – depends on the number of tests conducted

Funding Source (Budget/grant, etc): 126/226.160.9.2316.330

Attachment(s):

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

Comments: _____

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

*Testing with Integrity/Tng
P.O. Box 633
Fairfield, Montana 59436*

Date: November 27, 2017

Browning School District
P.O. Box 610
Browning, Montana 59436

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. There is a small price increase due to the lab increasing the cost to me. However, the Lab has stated they would review at 6 months and if there is a price reduction, I 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 and Non-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 (2018) 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 49-40 382-655).

Finally we would request that all necessary paperwork be returned no later than December 20, 2017. 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: bill_twi@3rivers.net

Testing With Integrity/Training LLC
P.O. Box 633
Fairfield, Montana 59436
406-467-3330

Email: bill_twi@3rivers.net

Date: November 27, 2017

Invoice: 112717

Browning School District
P.O. Box 610
Browning, Montana 59417

Attention: Ms. Sherie Blue

Amount: \$150.00

Terms: Upon Receipt

Purpose:

Renewal of Third Party Administration program for Browning School District Controlled Substance and Alcohol Testing Program which meets CFR 49-40 Rules and Regulations for DOT Random Testing And Drug Free Workplace Acts of 1988-89. Administration assistance included.

Remarks: None

Please make check payable to:

Testing With Integrity/Training LLC
P.O. Box 633
Fairfield, Montana 59436

Tax ID #: 81-3415154



Thank You.

William P. Hanley

AGREEMENT FOR DRUG AND ALCOHOL PROGRAM ADMINISTRATION FISCAL YEAR 2018

This agreement made and entered into on 1/1/2018, 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 with in fifteen (15) days of the invoice date. A late payment charge of one and half percent (1½%) 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 (\$150.00) 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 \$32.00 (Instant Kits at your facility \$21.00. 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, 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 "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 A. Hanley

Title CEO/owner

Date 11/27/2017

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

By _____

Title _____

Date _____