

# MEDICAL ENTERPRISES, INC.

## DRUG & ALCOHOL TESTING CONSORTIUM SERVICE AGREEMENT



The **ability**  
to deliver **solutions.**

Medical Enterprises, Inc. • 10404 Essex Court Suite 200 • Omaha • Nebraska • 68114  
• Phone 402-393-8826 • Fax 402-393-8946 • Toll-Free 800-447-1669 • [medicalenterprises.com](http://medicalenterprises.com)

### SERVICES AGREEMENT

Educational Institution: **New Hampton Comm School District** Date: **tap to enter a date.**

Street Address: **710 West Main** City, State, Zip, **New Hampton, IA 50659**

Billing Contact: **Bob Ayers** Billing E-mail: **b\_ayers@new-hampton.k12.ia.us**

#### Contact Information

First Contact (DER): **Christy Roethler** Phone: **641-394-5065** E-mail: **c\_roethler@new-hampton.k12.ia.us**

Second Contact: **enter text.** Phone: **enter Phone.** E-mail: **enter E-mail.**

A Designated Employer Representative (DER) is required by the DOT Regulations and is the contact person who will receive the quarterly random driver selection list as well as notices relating to regulation changes, updating of random list. The DER is responsible for record keeping and knowledge of all DOT requirements and regulations. This person SHOULD NOT BE A DRIVER subjected to the testing regulations

### Medical Enterprises, Inc. (MEI) Responsibilities

MEI shall have the following responsibilities:

1. MEI will supply the following: Collection Cup, Custody and Control Form (CCF), Overnight transportation to a SAMHSA Certified Laboratory. When reordering drug kits, CCF or shipping supplies, those need to be done in writing to [lita@medicalenterprises.com](mailto:lita@medicalenterprises.com) and it may take up to 10 business days to arrive.
2. MEI utilizes SAMSHA certified laboratories to perform all DOT drug test per DOT regulations.
3. A MEI Certified Medical Review Officer (CMRO) will review all positive drug screens reported from the laboratory. The CMRO will conduct a confidential interview with the donor. Only when the interview and investigation are completed, MEI will report to the DER the outcome.
4. MEI will pull random drug and alcohol selection and notification for the Educational Institution. The selection is based on drivers that MEI currently show as active in our system on the day of the selection.
5. At the end of the second calendar month of each quarter, MEI will send to the DER a Random Selection Program Statistics Report. This report will show any incomplete drug or alcohol random tests for the quarter.
6. MEI will provide the year-end report (DOT Management Information System (MIS)) for drug and alcohol test completed and reported through MEI.
7. MEI will perform those services set forth in Attachment I attached hereto.

Fees for the services are set forth in the 2019 Driver Enrollment Form and Attachment II.

Attachments I and II and the attached DOT Drug and Alcohol Testing Consortium and 2019 Driver Enrollment Forms are part of this Agreement.

### EDUCATIONAL INSTITUTION

**Signature:**

**Title:** title here.

**Date:** tap to enter a date.

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### Educational Institution Responsibilities

Educational Institution shall ensure all drivers who hold a current CDL (active CDL drivers mean, part time or substitute drivers who hold a commercial driver license or bus permit) will have taken AND passed the required pre-employment DOT drug screen. Without passing pre-employment drug test they will not be added to the random listing NOR shall they be allowed to drive in a CDL capacity. Should a driver be employed by multiple School Districts said drivers are required to have a pre-employment drug test and be on the random list for each district separately. You cannot use another school's data.

**NOTE: Employees returning to work after an absence of more than 30 days are required to produce a current negative pre-employment drug test. You may not use a prior negative pre-employment drug test.**

The Educational Institution will need to provide two weeks prior to the end of the quarter an updated random list. The Educational Institution will need to submit in writing. The random selection will be performed during the first weeks of January, April, July, and October.

The Educational Institution will ensure all CDL drivers who are selected for testing will have their tests completed no later than the 20<sup>th</sup> of the last month in each of the first 3 quarters. In the fourth quarter Educational Institutions will agree to have their random testing completed by Thanksgiving.

DOT alcohol test will need to be copied by the schools and sent to Medical Enterprises either via U.S. Mail or Scanned and E-mail. If you e-mail send them to [lita@medicalenterprises.com](mailto:lita@medicalenterprises.com)

The Educational Institution is responsible for:

1. Maintaining employer copies of drug test chain of custody forms (CCF), alcohol test forms, and all test results.
2. Providing notification and complete written documentation of any test completed with a different provider other than MEI.
3. Following appropriate DOT Agency Criteria regarding post-accident testing and procedures.
4. Maintaining records according to DOT regulations. You will find this information on the DOT website, **§ 40.333 What records must employers keep?**

By signing this Agreement, the Educational Institution agrees to indemnify and hold harmless Medical Enterprises Inc., for any and all claims, losses, damages, liabilities, judgments, or settlement, including reasonable attorneys' fees, costs and other expenses due to the Educational Institution's breach of this Agreement or for failing to follow Federal protocol as outlined in the Federal Regulations.

At no time under Federal Regulations may the Educational Institution waive or transfer responsibility of their DOT programs to a third party. The Educational Institution under DOT regulations is considered the responsible party. It is the Educational Institution who must maintain and keep all testing records in accordance to DOT Federal Regulations. The Educational Institution is responsible for all input and all up keep of the DOT's National Clearinghouse once operational.

[www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/docs/CDL-D-A-Clearinghouse\\_FAQs-V05-1-508.pdf](http://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/docs/CDL-D-A-Clearinghouse_FAQs-V05-1-508.pdf)

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### 2019 Driver Enrollment Form

Educational Institution Name: **New Hampton Comm School District**

Please complete this form, save and email to [louis@medicalenterprises.com](mailto:louis@medicalenterprises.com) by December 15, 2018 Date.

1. Enter the total number of CDL Drivers who will be subjected to the DOT Regulation in 2019.  
(Only those who have taken and passed the DOT drug test and hold a CDL driver's license)

Note: Your driver count of record in January 2018 was **26**

Write the number of drivers for 2019 here  . Please attach a listing of your current drivers.  
DO NOT include individuals who have not taken and passed DOT Federally required drug test or who do not hold a CDL license.  
When providing random lists, the following information is required each time:

Full Name, Date of Birth, Social Security Number, Commercial Motor Driver License Number and State it was issued by

The 2019 IDATP Driver Fee will equal \$55.00 X the number of Drivers. This fee is for schools that use an outside collection facility.

The 2019 IDATP Driver Fee will equal \$40.00 X the number of Drivers. This fee is for schools trained in collecting their own drug and alcohol tests in accordance with Federal DOT Regulations. If you sign up for the \$40.00 per driver fee and discontinue collecting, switching to an outside collection facility the Educational Institution will be responsible for direct payment to the outside collection facility. No pre-paid fees will be refunded.

MEI is not responsible for the cost of collections or tests done outside of the scope of this contract.

Your 2019 Annual IDATP Consortium Fee will be \$55.00. You will receive an invoice payable by January 1<sup>st</sup> 2019

Add the IDATP Fee payment approval to your next Board Meeting Agenda, upon receipt of the invoice.

**Invoice total:** Invoice Total Here **Please pay this total by December 15, 2018.**

To keep our IDATP records accurate, please fill in the blanks below.

School Collector or Collection Site:

Collection Site Name: Collection site Name Here Collection Site Contact: Collection Site Contact.

Address: Collection Site Address. City: City. State: IA Zip: Zip Code.

Phone: Phone Number. Fax: Fax Number.

Enrollment with Medical Enterprises Inc, (MEI) Department of Transportation Drug and Alcohol Testing Consortium becomes effective on the date signed and will renew on January 1<sup>st</sup> of each year. By signing this Agreement, the client agrees to the terms, conditions and pricing. Either party may terminate this Agreement with a thirty (30) day written notice. All fees pre-paid will not be refunded. Or upon non-payment by the Educational Institution. Payment must be received prior to January 1<sup>st</sup> to be included in that year program.

#### EDUCATIONAL INSTITUTION

**Signature:**

**Title:** Title here. **Date:** Click or tap to enter a date.

# ATTACHMENT I TO SERVICES AGREEMENT

## A. Attachment I Definitions

1. "BAT" means the breath alcohol technician certified to use an EBT.
2. "Collection Site" means the place where specimens, urine, breath or saliva, are collected to be analyzed for substance abuse and/or where breath or saliva is collected and analyzed for alcohol misuse.
3. "DER" means designated employer representative who is an employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties or cause the employees to be removed from these covered duties and to make decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements. Service Provider employees, agents, and subcontractors cannot act as DERs.
4. "EBT" means evidential breath testing device approved by the National Highway Transportation Safety Administration.
5. "Employee" means a person employed by an Educational Institution who is subject to the requirements of the Regulations and/or applicable statutory requirements and/or Educational Institution policy.
6. "MRO" means medical review officer who is a licensed physician in compliance with the Regulations and who interprets and evaluates drug test results as required by the Regulations.
7. "Non-evidentiary alcohol screening device" means non-evidentiary alcohol screening device approved by the National Highway Transportation Safety Administration.
8. "Regulations" means the U.S. Department of Transportation regulations implementing the Omnibus Transportation Employee Testing Act of 1991, including subsequent revisions and additions, and laws, statutes, and regulations of the State of Iowa, including subsequent revisions or additions.
9. "STT" means the screening technician certified to use a non-evidentiary alcohol screening device.

## B. During the term of this Agreement, MEI shall, provide to the Educational Institutions the following goods and services:

1. Drug and alcohol testing services in a manner consistent with the Regulations to include, but not limited to, pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, return to duty testing, and follow-up testing.
2. MEI shall perform random selection of Educational Institution employees subject to the Regulations at 50 percent of the driver pool for drugs and 10 percent of the driver pool for alcohol testing.
3. A MRO and services in compliance with Regulations and ensure that all regulatory guidelines are met.
4. Collection Sites that shall be located within an agreeable distance from the primary business address of an Educational Institution. If a Collection Site is unacceptable to the Educational Institution, MEI will, with the Educational Institutions' approval, contract with an acceptable alternative Collection Site. The Educational Institution or MEI may propose alternative sites.
5. Collection Sites that shall be regularly engaged in the business of providing the required specimen collection and/or collection and analysis for alcohol testing. Collection Sites shall, at a minimum, provide service Monday through Friday, five days per week, for a minimum of eight consecutive hours per day scheduled between 6:30 a.m. and 6:30 p.m. Central Time unless unusual circumstances warrant otherwise in the reasonable opinion of the Educational Institution. If an Educational Institution collects its own specimens; the hours and days of operation will be set by the Educational Institution.
6. Assistance in developing a system for specimen collection for drug testing and collection and analysis for alcohol testing outside the regular business hours of a Collection Site.

7. Instructions to each Collection Site, including persons attending an IASB/MEI Department of Transportation (“DOT”) drug and alcohol collector training program, shall be provided by MEI and shall clearly define the Regulations including the actions to be carried out in the process of specimen collection for drug testing and collection and analysis for alcohol testing. Instructions to each Collection Site clearly defining the actions to be carried out for prompt payment, including but not limited to timelines, completion of necessary forms and any penalties; including the penalty for recollections resulting from the failure of a collector to perform collections as per DOT drug and alcohol testing regulation. MEI will not pay for any drug or alcohol collection that is not done correctly per the DOT collection procedure. MEI will pay for the recollection if it has been completed correctly. MEI shall provide all materials necessary for collection and testing including, but not limited to, testing kits, chain of custody forms, supplies, collection containers with temperature measuring device, pre-paid shipping containers, and other items for collection and processing. In addition, and when applicable, MEI may provide a federally approved alcohol saliva screening device the cost of which shall be paid exclusively by the Collection Site. Alcohol forms will be provided with the purchase of a Q.E.D Alcohol Saliva kit (1 kit equals 1 alcohol form and testing device) from MEI. Otherwise any Collection Site or Educational Institution may order just the alcohol form from MEI at a cost \$1.00 per form ordered.
8. Informing Collection Sites, including Educational Institutions performing their own collections, that all Collection Site personnel performing specimen collections for drug testing and collection and analysis procedures for alcohol testing, including use of EBTs and/or non-evidentiary alcohol screening devices, must be certified to perform these functions in compliance with federal regulations and that a copy of training certifications must be provided and maintained by the Collection Site Collector and Educational Institution. MEI will not be responsible for any misrepresentation by the Collection Site or the collector. It is the responsibility of the Collection Site to provide training certification documentation to the Educational Institution using their services.
9. Provide collector certification courses of instruction and/or re-certification, in compliance with the Regulations.
10. MEI utilizes SAMSHA certified laboratories to perform all DOT drug test per DOT regulations.
11. Confirmation of all identification data upon receipt of the alcohol test results, a review of the results, and action as required to correct any deficiency.
12. Maintenance of records concerning the drug and alcohol tests in compliance with the Regulations. These records shall be available for inspection by the Educational Institutions and the DOT.
13. Once during each quarter, MEI will submit to the Educational Institutions a review of drug and alcohol tests completed by drivers listed on the Educational Institution’s driver pool to date and the number of drug and alcohol tests that must still be completed prior to the end of each quarter.
14. Arrange for and prepare confidential reporting of all verified/confirmed positive drug test results to the DER by telephone within twenty-four working hours after completion of the investigation between the MRO the driver. Confidentially report all negative drug test results to the DER by fax or other communication method approved under the Regulations within twenty-four (24) working hours from the time MEI has received the laboratory result and all correctly completed paperwork from the Collection Site. In the case of a positive test if the DER is not available (i.e. vacation) the attempt to contact the DER will be documented and the positive result will be mailed to the DER.
15. Receive and record all positive alcohol test results appropriately submitted by the Collection Site and or Educational Institution and shall securely retain this information for use in the completion of reports required by the Regulations.
16. Prepare and submit, or cause to prepare and submit, to Educational Institutions, all necessary reports required by the Regulations including but not limited to the Semi-Annual Laboratory Summary (prepared by the Laboratory) and the annual FMCSA MIS Report in a format approved by the DOT.
17. Provide prompt and courteous responses to all questions from the Collection Sites and/or the Educational Institutions within twenty-four hours of initial contact, weekends and holidays excepted.
18. Assist in securing testimony and witness information from the Laboratory to help the Educational Institutions support any legal challenges that are raised on the technical issues surrounding the performance of a specific drug or alcohol test by means of a “litigation package” at no additional charge. A “litigation package” shall include at a minimum a complete review of the drug testing process, verification of the custody and control drug testing form, drug testing methodology, instrument calibration, credentials of the individuals involved with and supervising the drug testing process, and other information deemed necessary to establish the validity of the drug test results.
19. Submit to each Educational Institution, quarterly, a randomized list of employees to be drug and/or alcohol tested in compliance with the random testing regulations. When requested, provide information and/or testimony relating to MEIs, computer software and procedure used to generate random driver selections.
20. Assign Educational Institutions to a random pool based on the number of Educational Institution employees subject to the drug and alcohol testing regulations and in a manner approved by the regulations.

21. Provide assistance to Educational Institutions in streamlining drug and alcohol testing record keeping. The Educational institution is responsible for all recordkeeping.
  22. Ensure that MEI employees, agents, and subcontractors comply with the terms of this Agreement.
  23. Take all appropriate action in an effort to ensure that Collection Sites send any and all billing statements to MEI rather than the Educational Institution. MEI shall pay the Collection Site within forty-five (45) days of receiving a drug test result and/or a correct and completed alcohol test form. Payments to Collection Sites for correctly completed drug test collections and/or completed alcohol test forms will be made from funds MEI collects from Educational Institution.
  24. Respond to any questions or concerns raised by Educational Institutions about the services.
  25. MEI shall use BATs and STTs to perform the services as appropriate.
  26. Defend, indemnify and hold harmless Educational Institutions for any and all claims, losses, damages, liabilities, judgments or settlement, including reasonable attorneys' fees, costs and other expenses incurred by Educational Institutions on account of MEI's breach of this Agreement, or any tortious act or omission of MEI.
- C. MEI represents and warrants that it has the skills, resources, and expertise to provide and shall provide all services described in this Agreement in accordance with the terms and conditions of this Agreement and any agreements with Educational Institutions. Without limiting the generality of the foregoing, MEI represents and warrants that the services shall be performed in a timely, professional, and workmanlike manner, by qualified personnel, and consistent with or exceeding all applicable industry standards, legal requirements, practices and procedures, including standards for competence

## OTHER OPTIONAL SERVICES

The following fees are billed by Service Provider to the Educational Institutions for the noted services:

### 1. IDATP Drug & Alcohol Specimen Certification Collector Training:

This is to teach someone at your Educational Institution on how to collect a drug and alcohol test. By having someone on site at your Institution will help reduce the cost of the test program. They will be able to collect both DOT and NON DOT drug and alcohol test. This certification training is good for 5 years. If your Institution has a school nurse that goes through this training they can now receive C.E.'s

DATP/IASB Educational Institution Employee Fee.....\$150.00 per trainee

### 2. IDATP DOT Reasonable Suspicion Training:

This training covers how to identify someone who might be under the influence of drugs and or alcohol and what you can do. This is a 2 hour training and is a DOT requirement. Who should attend, anyone who supervises any CDL drivers (Transportation Directors, Superintendents and or anyone else that the Educational Institutions would like to go through this)

DOT Reasonable Suspicion Training ..... \$55.00 per attendee  
 Minimum class size 20

### 3. Non-DOT, Non-Regulated (Optional drug test-only program for Iowa non-commercial, multi-purpose passenger vehicles of 9 passenger capacity or less as described in Iowa Code section 321.1(69))

Annual Random Consortium Fee (IDATP Educational Institutions).....\$25.00

Drug Test -Only (No Collection Fee Incl.) Test Fee.....\$28.00

Alcohol Results-Records Maintenance Only .....\$5.00

For any of these services please contact Lou Di Mauro 800-447-1669 ext 122 or louis@medicalenterprises.com