



MARIPOSA COUNTY

Human Resources · (209) 742-1379



RESOLUTION - ACTION REQUESTED 2019-720

MEETING: December 17, 2019
TO: The Board of Supervisors
FROM: Kimberly Williams, Human Resources Director
RE: Approve a 3-Year Agreement with Drugtech Toxicology Services LLC

RECOMMENDATION AND JUSTIFICATION:

Approve a three-year agreement with Drugtech Toxicology Services LLC effective January 1, 2020; and authorize the Board of Supervisors Chair to sign the agreement.

Drugtech provides drug and alcohol testing services for employees who are subject to the County's Department of Transportation Drug and Alcohol Testing Policy. This three-year agreement is for the period of January 1, 2020 through December 31, 2022. In the first year of the agreement, the cost will be at the rate of \$16 per enrolled employee. Currently, there are 30 employees who are subject to the agreement; the number of enrolled employees may fluctuate +/- two to three employees through the life of the agreement. Effective January 1, 2021, the rate for each enrolled employee will increase \$1, from \$16 to \$17 and effective January 1, 2022, the rate for each enrolled employee will increase an additional \$1, from \$17 to \$18.

Drugtech provides other testing services such as post-accident testing and the rates for those services are attached to the agreement as Exhibit "A."

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The previous Agreement with Drugtech was for a one-year period, from November 1, 2018 through November 1, 2019 (and a request to extend the term through December 31, 2019 is being considered at today's meeting).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the agreement; have staff find another drug and alcohol testing company, however, a negative action could result in unpaid invoices.

FINANCIAL IMPACT:

Funding is budgeted in the various affected funds.

ATTACHMENTS:

Drugtech Agreement 1-1-2020 to 12-31-2022 (PDF)

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RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

Drugtech Toxicology Services, LLC

P.O. BOX 156
AHWAHNEE, CA 93601
1800-362-0614

Telephone 800-362-0614
Fax 209-966-6453

CARRIER AGREEMENT

This document constitutes an agreement between Drugtech Toxicology Svs. LLC, hereafter known as the Consortium and MARIPOSA COUNTY, hereafter known as the Carrier and identifies specific responsibilities of each party.

1. The Consortium agrees to provide the following types of drug and alcohol testing:

Random Cause/Reasonable Suspicion

2. The Consortium agrees to enroll all qualified Safety Sensitive Employees submitted by the Carrier in the random pool. The Safety Sensitive Employees will be assigned a unique member number (provided by Carrier) for random selection. In the first week of each month during this agreement the Consortium will select, by an automated random selection system, approximately one twelfth of 50% for FTA (Federal Transit Administration) qualified drivers and one-twelfth of 25% for FMCSA (Federal Motor Carrier Safety Administration) qualified drivers of the pool membership for testing for drugs listed in the DOT (Department of Transportation) testing panel. The Consortium will also select approximately one twelfth of 10% of the pool membership for alcohol testing in accordance with Federal Regulations for both FMCSA and FTA. These selected pool members will be grouped by Carrier and location and the employers will receive notices for the required testing of their Safety Sensitive Employees and those members selected will be tested during the following month.

3. The testing for drugs will be by urine analysis. The urine will be collected by trained specimen collectors according to DOT procedures for collection and chain of custody requirements. Urine collections will be done at the work site if there are adequate facilities, otherwise the collection will be done at a suitable site. The analysis will be done in an accredited laboratory that is certified by SAMHSA (Substance Abuse and Mental Health Services Administration) and regulated by HHS (Health and Human Services).

4. The alcohol testing will be done by breath analysis. The breath tests will be administered only by certified Breath Alcohol Technicians who are also Certified Calibration Technicians on the instruments used for testing. The instruments used will be Evidential Breath Testing instruments that are listed by the DOT, as an approved instrument list.

5. All drug test results will be submitted first to a Medical Review Physician (MRO) for interpretation prior to being returned to the Carrier. Breath alcohol test results will be reported on forms approved by the DOT.

6. In the event of an accident that requires Post Accident testing, Consortium staff will respond to the most appropriate location, such as the accident scene or hospital, and administer the required testing and collection or contact the closest Collection site and make arrangements with the DER (Designated Employee Representative) to have the donor go to the testing sites. If the Post Accident requirements for DOT collections are not met, the collections and testing as well as travel and time compensation will be billed to the Carrier accordingly.

7. In the event an authorized Supervisor requests a pool member be tested for drugs or alcohol, under Reasonable Suspicion, Drugtech staff will respond to the workplace to administer requested tests and/or collection for the pool member or that member may be required to go to a collections site other than Drugtech, if timing is critical.

8. Pre-employment testing (not included in contract fees) may be administered at a testing site or at the workplace as requested by the Carrier. Services and rates for services available are attached as Exhibit "A" and may be amended from time to time.

9. The Consortium will make available (not included in contract fees) DOT approved training for designated supervisors of at least 60 minutes on drug use and detecting its manifestations and at least 60 minutes on alcohol use and detecting the manifestations of alcohol use on employees. Also, available is "Drivers Training" of at least 60 minutes on drug and alcohol use and misuse in the work place. Fees to be negotiated at time of need.

10. The Consortium will retain all individual negative drug and alcohol test results for at least one year. Records of alcohol test procedures and supervisor training will be maintained for at least two years and all other records relating to the administration of this program and results of Carrier's alcohol and drug testing program will be maintained for at least five years.

11. The Consortium will formulate a summary of these records bi-annually and annually in the format required by DOT and supply that report to the Carrier for review by DOT and the California Highway Patrol.

Drugtech Toxicology Services, LLC

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AHWAHNEE, CA 93601
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CARRIER AGREEMENT

(Continued)


12. Carrier agrees to compensate Consortium at the rate of \$ 16.00 per enrolled member on a monthly basis. The Carrier will submit any additions or deletions **in writing** to the Consortium by the **25th of each month**. Any additions or deletions received by Consortium between the 25th of the month to the 2nd of the next month will not be reflected on the billing or donor membership list till the following month. However, changes may be included in the random selection and not be billed until the next month's billing cycle.
13. The Consortium will add or delete members, **received by the 25th of each month**, in accordance with the Carrier instructions and make the random selections from the adjusted pool membership. Any additions or deletions received after the 25th may not be included in that month's random selection. A pool membership list will be furnished to the Carrier, along with an invoice, reflecting the membership changes, within the first 8 working days of each month.
14. In the event the Carrier should have to use an outside collection site for random collections, Carrier will provide receipt of payment to be reimbursed by Consortium. The Consortium will deduct these charges from the next invoice issued to the Carrier.
15. The Carrier agrees to pay the invoice within the same month billed by the **25th** of each month. Late fees may be charged for all charges not paid by the 25th of each month.
16. This agreement may be terminated by either party by one party notifying the other party **in writing 30 days** in advance of the termination date.
17. The Consortium agrees to administer this Drug and Alcohol testing program, random selection system and reporting requirements in accordance with 49 CFR Part 40 Section 382.
18. Any appointment not kept (no show) or cancelled by Carrier (prior to dispatching of Drugtech staff) the Carrier will be charged a fee of \$50.00.
19. **Failure to comply with requested Drug and/or Alcohol testing and/or nonpayment will terminate this contract without notice.**
20. This contract is for the period of January 1, 2020 through December 31, 2022. Effective January 1, 2021, fees will increase by \$1 per member enrolled. Effective January 1, 2022, fees will increase by \$1 per member enrolled.

COUNTY


Miles Menetrey, Chair
Mariposa County Board of Supervisors

Dec 18 2019
Date

CONTRACTOR



Jill Craig
Drugtech Toxicology Services, LLC

Date

Attest:


René LaRoche
Clerk of the Board

Approved as to Legal Form:


Steven W. Dahlem
County Counsel

Drugtech Toxicology Svs LLC

DRUG and ALCOHOL TESTING SERVICES and RATES

Onsite Urine Collection-DOT OR NON DOT (Our COC, LAB & MRO) *These specimens will be sent for Controlled Substance Testing and will be reviewed by a Medical Review Officer (MRO)	\$85.00
Onsite Urine Collection only -DOT OR NON DOT (Your COC, LAB & MRO) *These specimens will be collected using your Chain of Custody (COC), all results will be directed to the entity listed on your COC.	\$50.00
On-Site Urine Collection with Rapid Results (5-panel drug screen) *Additional panels can be done with advance notification, additional charges may apply.	\$65.00
Laboratory & MRO Confirmation of Non Negative Rapid	\$65.00
Laboratory & MRO Confirmation of Split B Specimen	\$400.00
Onsite Breath Alcohol Test	\$55.00
Onsite Breath Alcohol Test done at same apt as a Urine Collection	\$55.00
Onsite Breath Alcohol Confirmation Test (15 minute wait followed by a retest, gives time for natural removal of any alcohol that may have come from mouth spray or similar products)	\$45.00
No Show fee *Failure to appear for scheduled appointment	\$100.00
Wait Fee (charged in half hour increments beginning one hour after scheduled appointment time)	\$50.00 hr.
Emergency After Hours Call Out Fee	\$200.00
Mileage Fee (out of the general service area) *Mileage fee is rarely charged and will be discussed when scheduling the apt)	\$0.55 per mile
Court Appearance- The first zero to four hours minimal charge	\$500.00
Court Appearance-each additional hour starting on the fifth hour	\$100.00
*Per each mandated staff member required to be present, additional travel and court preparation fees may apply.	
Onsite Reasonable Suspicion and Drivers Trainings *These trainings are requirements of the Department of Transportation	Tailored

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