



Drug and Alcohol Testing Service Agreement

This agreement represents the contract between MCC Drug & Alcohol Screening (Hereafter referred to as MCC) and the City of Grand Junction (Hereafter referred to as the Client).

Scope of Services:

MCC shall provide to the Client the following drug testing program services:

- MCC will perform urine collection/breath alcohol testing services using Evidential Breath Testing devices and trained Breath Alcohol Technicians for the Client.
- Reason's for testing include but are not limited to, pre-employment, random selection, post accident and reasonable suspicion.
- MCC's hours of operation are Monday through Thursday 8:00am to 5:00pm and Fridays. 8:00am to 4:00pm.
- MCC will also provide after hours testing services for Client outside of normal business hours.
- Laboratory services to perform chemical analyses of urine specimens to determine whether a person from whom the specimen was taken has been using certain types of drugs and/or alcohol. All specimens will be promptly processed and shipped daily to a lab approved by the Substance Abuse and Mental Health Services Administration (SAMSHA), via FedEx, when further testing and/or review by a Medical Review Officer (MRO) has been deemed necessary.
- Medical Review Officer (MRO) services for the review of positive urine results.
- Random selection and notification services for the random testing component of the Client's testing program.
- Based upon the personnel list provided by the Client's Human Resource manager, MCC will perform random selection on a quarterly basis. MCC will pull 52% of applicants entered into the random selection pool for drug screen and 12% of the applicants for alcohol.
- Drug and alcohol screening will be performed in cases of reasonable suspicion or post accident testing.
- Record management of all test results and Department Of Transportation compliance reports.
- Independent Contractor Status. MCC is an independent contractor and shall not be considered an employee of the Client for any purpose. MCC shall be responsible for payment of all federal, state and local taxes as may be associated with amounts paid by the Client to MCC under this

Agreement. Neither MCC nor the Client shall have the right to commit the other beyond the terms of this Agreement without express written agreement of both parties.

- Standard of Care. The standard of care applicable to MCC's services will be the same degree of care, skill, and diligence in accordance with the Drug and Alcohol Testing Industry Association (DATIA) standards. MCC shall re-perform any services, where the test was cancelled due to collector error, without additional compensation.

Results Reporting:

- Negative results will be reported by secure e-mail by the end of day to a designated employee representative or human resource manager.
- Positive results require review by a MRO, who will then contact the donor. The purpose of this follow up interview with the MRO is to determine the presence of legal medications. Confirmation will be made with the prescribing physician prior to clearing a positive result. The result of a positive test may take 2-5 business days to be reported. Once a positive result has been released from the MRO, it will be reported by secure e-mail to a designated employee representative or human resource manager.

Collection Protocol:

- All collections will take place at MCC's office, located at 1236 Nth 7th St, Grand Junction CO, 81501.
- All collections, unless excepted by the conditions listed for observed collections below, will afford the donor full privacy and dignity. The collection protocol for standard urine collection follows the Department Of Transportation guidelines. This protocol is posted in the collection facility for the donor's information.
- Observed collections are permitted when requested by the approved client representative. The donor will not be permitted to leave the collection site until the collection is complete. If donor chooses to leave before the collection is complete, it is considered a refusal to test. An observer of the same sex will be used at all times. Causes for observed collections include but are not limited to, adulterated sample or out of temperature range. Observed collections for any previously stated reasons, will be at the discretion of MCC's Collector.

Quality Assurance:

- All collectors at MCC are Drug and Alcohol Testing Industry Association (DATIA) Certified Federal Drug and Breath Alcohol Collectors. Further, MCC is DATIA Certified and Nationally Accredited as a Drug/Alcohol Collection Site.

Responsibilities of Client:

- Client is to provide MCC with updates as to employee additions or deletions from the group on a quarterly basis.

Payment Terms:

- Client agrees to make payment within thirty (30) days of the billing statement. Statements will be sent out the first of each month.

Terms of Agreement:

- The agreement shall be a term of one (1) year, beginning on July 1st, 2015. MCC and the Client agree that this agreement may, upon mutual agreement of MCC and the Client, be extended under the terms and conditions of the agreement for up to three (3), one (1) year contract periods.
- Termination. If at any time the Client is dissatisfied with the services of MCC for any reason whatsoever, the Client may terminate this Agreement with a ninety (90) day written notice to MCC. In the event of any such termination, the Client shall pay MCC for services rendered through the date of termination.
- MCC reserves the right to terminate contract due to non-payment of invoices with a ninety (90) day written notice.

Confidentiality:

- Strict confidentiality will be adhered to at all times, for the protection of donor. The only disclosures that will be made will be to the designated employer representatives, MRO or the laboratory.

Indemnification:

- If any contested action is brought to enforce, modify, interpret or void the provision of this agreement, then the prevailing party shall be entitled to reasonable attorneys' fees as well as additional appropriate relief.
- MCC Shall hold harmless and indemnify the Client from and against any damages awarded against the Client, or incurred by the Client in defense of any claim (including reasonable attorneys' fees, costs or expert witness fees), related to the negligent or intentional wrongful conduct of MCC or its officers, employees, agents and sub-consultants related to this agreement.

Governing Law:

- The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Exclusive venue for any action instituted pursuant to this agreement shall lie in Mesa County, Colorado.

Governmental Immunity:

- Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Client would otherwise be entitled under 24-10-101, et seq., C.R.S., as amended.

Public Funds/Non-Appropriation of Funds:

- Funds for payment have been provided through the Client's budget approved by the City Council for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. MCC acknowledges that work

performed under this contract is contingent upon the applicable fiscal year funding and appropriations by the City of Grand Junction City Council.

Fees:

- Five (5) panel Non-DOT urine drug screen \$36.00
 - Tests for Marijuana (THC), Amphetamines (AMP), Opiates (OPI), Cocaine (COC), and Phencyclidine (PCP).
- Five (5) panel DOT urine drug screen \$53.00
- Breath Alcohol test \$16.00
 - Confirmation test \$5.00
- After Hours Service \$25.00
 - An after hours fee is assessed per person for any collections done outside of normal business hours of Monday through Thursday 8:00 to 5:00pm and Fridays 8:00 to 4:00 pm.
- Testing of specimen bottle B at a second lab at lab of donor’s discretion \$165.00
 - This only occurs when requested by the donor, after a positive result from bottle A.

Rates will stay in effect for a minimum of twelve (12) months from the date of execution and thereafter, until such time as MCC billing coordinator provides written notification of any proposed change. MCC reserves the right to increase clients test fees due to regulation changes or unforeseen increases in laboratory, shipping or all other costs. MCC must provide Client a written notice of any increases in test fees 30 days in advance of such change.

The Parties signing this agreement attest that they have authority to bind the respective Parties they are signing on behalf of, to this agreement.

The Parties hereto have duly executed this Service Agreement to be executed as of the Effective Date written above.

MCC Drug & Alcohol Screening

DocuSigned by:
Bobbie mizushima
40A734F850444D7...

By: _____

Date: 8/19/2015 | 07:14 PT

Bobbie Mizushima

President

City of Grand Junction

By: Claudia Hazelhurst

Date: 8/17/2015 | 15:58 MT

Please Print Name

Human Resources Director

Title

DocuSigned by:
Claudia Hazelhurst
EE9C87206DB74BC

Signature



CONTRACT EXTENSION AGREEMENT EXT-4266-16-NJ

Bobbie Mizushima
MCC Drug and Alcohol Screening
1330 N. 12th Street
Grand Junction, CO 81501

June 27, 2016

CONTRACT DESCRIPTION: **FIRST ANNUAL EXTENSION FOR
Drug and Alcohol Testing Service Agreement
Signed and dated 8/17/2016 and 8/19/2016**

Dear Ms. Mizushima,

This SERVICE agreement is **extended** as of the **27th day of June 2016**, by and between the **City of Grand Junction**, Colorado, a municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Client" and **MCC Drug and Alcohol Screening**, hereinafter in the Contract Documents referred to as the "MCC". This extension shall cover the time period of **July 1, 2016** through **June 30, 2017**.

MCC and the Client, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the annual extension as follows:

Scope of Work: MCC shall perform for the Client the Work set forth in the Contract Documents reference Drug and Alcohol Testing Service Agreement Signed and dated 8/17/2016 and 8/19/2016.

Contract Documents: The Drug and Alcohol Testing Service Agreement Signed and dated 8/17/2016 and 8/19/2016 and this Contract Extension Agreement EXT-4266-16-NJ, compose the Contract Documents, all of which are incorporated herein by the reference as if fully set forth.

The contract has been established using the negotiated Drug and Alcohol Testing Service Agreement signed and dated 8/17/2016 and 8/19/2016.

In Witness whereof, the parties hereto have cause this Contract Extension to by duly executed, intending to be bound thereby.

City of Grand Junction

DocuSigned by:
By: Claudia Hazelhurst
Name/Title: Claudia Hazelhurst,
Human Resources Director

6/27/2016 | 10:09 MDT
Date

MCC Drug and Alcohol Screening

DocuSigned by:
By: Bobbie Mizushima
Name/Title: Bobbie Mizushima
President

7/1/2016 | 12:58 PDT
Date