



ADDENDUM

AGENDA

PERSONNEL AND VETERANS SERVICE

Tuesday, May 4, 2010

10:00 a.m.

Jury Assembly Room

Lower Level, Courthouse Annex

14. Discuss/consider agreement with Belleview Total Health for drug and alcohol testing, pending Corporation Counsel's approval, action if any (attachment)
15. Closed session per Wisconsin Statute 19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility to witt: AFSCME Professional Union Grievance
16. Open session per Wisconsin Statute 19.85 (2), action if any

cc: Ken Casper Human Resources Director
Steve Dill Veterans Service
Ken Keller Posting
Jerry Martens
Connie Seefeldt

PLEASE NOTE: AGENDA ITEMS MAY NOT BE CONSIDERED AND ACTED UPON IN THE ORDER LISTED

If you are an individual who needs a special accommodation while attending the meeting as required by the "Americans With Disabilities Act", please notify County Clerk Kathy Brandt, Marinette County Courthouse (715-732-7406) at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TDD 715-732-7760)

DOT SERVICE AGREEMENT FOR DRUG AND ALCOHOL TESTING

I. THE PARTIES

1. The parties to this Agreement are Bellevue Total Health – Quality Employers Services, (hereinafter “BTH”), an integrated clinic that specializes in drug and alcohol testing located at 2763 Manitowoc Road, Suite B, Green Bay, Wisconsin 54311 and Marinette County, (hereinafter “the County”), located at 1926 Hall Avenue, Marinette, Wisconsin 54143.

II. SERVICES PROVIDED

2. BTH agrees to perform DOT and Non DOT drug and alcohol testing on behalf of the County as described in Exhibit A (List of Services provided) which is attached hereto and incorporated herein by reference. In consideration for the provision of drug and alcohol testing services by BTH, the County agrees to provide payment to BTH pursuant to Exhibits B and C (Pricing Schedules) which are attached hereto and incorporated herein by reference. That all services provided by BTH shall be in compliance with Part 40 of the Federal Department of Transportation (DOT) Agency Drug and Alcohol Regulations. The County shall make timely payment for all services provided by BTH as provided in this Agreement.

A. COUNTY OBLIGATIONS

3. In order to fulfill its obligations under this Agreement, the County hereby agrees to provide to BTH the following:

- (a.) A list of Designated Employer Representatives (hereinafter DER), their phone numbers, facsimile numbers, business addresses and means to contact the DER after hours or in an emergency. Any changes or updates to the DER designation must be on company letterhead and signed by authorized personnel.
- (b.) A list of employees with social security numbers of those required by the DOT to be placed in BTH’s random selection pool, assuring that all have had a pre-employment drug test or will receive a pre-employment drug test upon entering the random drug pool. Adding or deleting employees on the random list will take place prior to each quarterly random selection. That the results of random testing will be provided to the County by secured means, such as telephone with code word verification, certified mail, secured fax or private courier.
- (c.) The County shall be responsible for compliance with DOT consortium rules and regulations ensuring that its employees have had the required testing performed.

- (d.) The County shall be solely responsible for disciplining all employees in relation to any test results or services provided by BTH and shall indemnify BTH and hold them harmless as to any decisions made as a result of test results or services provided by BTH.
- (e.) The County shall be responsible for training supervisors and/or managers for the preparation and distribution of substance abuse policies and procedures.
- (f.) The County shall be responsible for transporting its employees to and from the testing site, including any harm or loss caused by its employees during testing.
- (g.) The County shall be responsible for all confidentiality rules relating to the testing procedures and results.
- (h.) The County shall be responsible for assuring that their drug and alcohol policies and procedures comply with all state and federal regulations.

B. BTH OBLIGATIONS

4. That BTH shall be responsible for the following pursuant to the terms of this Agreement:

- (a.) To provide the County with negative test results by e-mail.
- (b.) To provide the County with positive test results with a telephone call followed up with written confirmation with the results.
- (c.) To provide the County with a confidential password which will be issued to assure confidentiality.
- (d.) BTH shall notify DOT Operating Mode's Headquarters in Washington D.C., of any positive test results when the employee is an owner/operator, is not removed from a safety sensitive position or is returned to a safety sensitive position before successfully completing the return to duty process.
- (e.) Removal of clients from the consortium random pool who do not comply with the program and/or DOT rules and regulations and place that client in their own random pool until the client complies with the instructions/rules or cancel services to a client that does not comply with the program and/or DOT rules and regulations.

III. TERMS AND CONDITIONS OF SERVICES

5. That the County shall submit payment on all invoices presented by BTH for the services provided under this Agreement within thirty (30) days of the presentation of such invoice. Upon any non-payment by the County, BTH has the right to refuse future

services and/or terminate the Agreement pursuant to the termination provisions of the Agreement.

6. That BTH's liability shall be limited to the total cost of services at issue.

7. That all documents and agreements relating to services performed pursuant to this Agreement shall be maintained by the parties consistent with DOT requirements. At the request of the County, BTH will transfer all records relating to the County and its employees to any other service agent that the County designates. BTH will carry out this transfer as soon as is practical after it is requested by the County. The parties agree that employee consent is not necessary for this transfer.

8. That the term of this Agreement shall be for two (2) years from the date of execution hereof.

9. That BTH has the right to terminate this Agreement if the County does not follow agreed upon policies and procedures.

10. That if in the event a party to this Agreement determines the other is in breach of the Agreement, it shall provide the alleged breaching party thirty (30) days to cure the alleged breach of the Agreement. If the alleged defaulting party fails to cure the default within that thirty (30) day period then the party declaring a breach of the Agreement may terminate the Agreement immediately. That in the event the Agreement is terminated BTH shall be paid for all services rendered through and including the date of termination.

11. That this Agreement and its attachments constitute the full and complete agreement of the parties and supercedes all other prior oral or written discussions or agreements with respect to the services identified in this Agreement.

12. That in the event BTH is required to commence an action to enforce the terms of this Agreement it shall be entitled to collect its actual costs and attorney's fees in connection with the commencement and prosecution of such an action.

13. That this Agreement shall be interpreted pursuant to Wisconsin law and any action which is commenced to interpret or enforce the terms of this Agreement shall be venued in Marinette County, Wisconsin.

14. The parties agree that they have carefully read this entire Agreement and understand its terms. That each party represents that they have had an opportunity to have this Agreement reviewed by their attorney and have executed same after having been provided with that opportunity.

15. That the parties declare their express understanding of the necessity of strict compliance with the terms of this agreement and it is mutually agreed that time is of the essence as to the mutual rights and responsibilities of the parties under this Agreement.

16. That neither party to this Agreement shall undertake any course of action inconsistent with the satisfaction of the requirements of this Agreement. That each party shall promptly take any and all action and measures as may be appropriate to enable each party to perform as early as practicable the obligations herein provided to be performed by the parties.

17. Any written notices to be given pursuant to this agreement shall be sent to the following addresses:

Bellevue Total Health – Quality Employers Services
2763 Manitowoc Road, Suite B,
Green Bay, WI 54311

Marinette County
1926 Hall Avenue
Marinette, WI 54143

Attn: Human Services

18. ALL AGREEMENTS AND UNDERSTANDINGS BETWEEN THE PARTIES ARE EMBODIED AND EXPRESSED HEREIN AND THE TERMS OF THIS AGREEMENT ARE CONTRACTUAL AND NOT A MERE RECITAL.

19. The undersigned have read the foregoing Release and fully understand it.

Dated this _____ day of _____, 2010.

MARINETTE COUNTY

By: _____

Its _____

Dated this _____ day of _____, 2010.

BELLEVUE TOTAL HEALTH – QUALITY EMPLOYER SERVICES,

By: _____

Bradley J. Kenny, DC

Its: President

EXHIBIT A

SERVICES PROVIDED BY BELLEVUE TOTAL HEALTH:

DOT DRUG TESTING INCLUDES:

- DOT 5 – Drug Panel includes: THC, amphetamines, opiates, PCP and cocaine.

Upon request a 10 – Drug Panel test can be conducted which also includes cocaine, methamphetamines, THC, methadone, MDMA (ecstasy), opiates, oxycontin, PCP, barbiturates and BZO (benzodiazepines).

- Certified Professional Collectors©
- SAMSHA Certified Laboratory
- Contracted Certified Medical Review Officer (MRO)
- Specimens will be shipped same day to ensure a 24-hour turn-around time for negative results. There will be a 48-72 hour wait for results that are positive.
- Separate consortium services will be provided for DOT and Non Dot pools. Services regarding these pools will be conducted under CFR 49 part 40 of the DOT regulations.
- DOT and Non DOT testing offered by BTH will be pre-employment, random, post accident, post injury, reasonable suspicion/reasonable cause, return to duty, and follow up.

BREATH ALCOHOL TESTING INCLUDES:

- Qualified Breath Alcohol Technicians
- Breathalyzer RBT-IV w/ AS-IV
- Confirmation included in price
- Random Consortium TPA
 - Computerized Random Selections
- MIS/Statistical Reports

The MIS report can be sent to Marinette County when requested. Bellevue Total Health will also send out a copy of the MIS report at the 4th quarter for Marinette County's records. The MIS Report will be accurate for only those results that

Bellevue Total Health knows of. Bellevue Total Health is not responsible for missing information.

- Nationwide Collection Site Search
- Remote Shipping
- 24-Hour Availability
- Training/Education
- Record Keeping
 - Bellevue Total Health will maintain the following records:
 - Positive Test Results 5 years
 - Negative Test Results 5 years
 - Refusal to Test Results 5 years
 - Adulterated/Substituted Tests 5 years
 - Invalid, Cancelled and Dilute Test Results 5 years
 - Breath Alcohol Tests 5 years
- Bellevue Total Health will provide paperwork within 2 days of written request.
 - On-Site Testing Services
 - Post-Accident Kits
- Bellevue Total Health agrees its response time for post accidents and random drug testing will not to exceed ninety (90) minutes from the time of verbal notification of the below named collectors.
 - Collectors are as follows:
 - Jackie Hollingsworth cell 920-621-6513
 - Bradley Kenny 920-366-8818
 - Greg Nystrom 920-621-9441
 - Bridget Perry 920-309-0582
 - In the event of inclement weather, Bellevue Total Health will respond as quickly and safely as the weather will allow when traveling on the roadways.

SERVICES NOT PROVIDED BY BELLEVUE TOTAL HEALTH:

- Verifying Employee Drug and Alcohol Testing Violation History/Criminal Background Checks.
- Legal advice.
- Follow-Up Testing Programs
- Company Employee Disciplinary Action.

EXHIBIT B
DOT PRICING

| | <u>Cost Each</u> |
|---|-------------------------|
| Standard Five Panel Split Specimen DOT Drug Test* | \$44.00 |
| 10 Panel Drug Test** | \$47.50 |
| Confirmation Test if Initial Sample is Non-negative | \$25.00 |
| Breath Alcohol Test | \$23.00 |
| Confirmation Test | \$23.00 |
| After Hours/Mobile Fee | \$75.00 |
| Post Accidents Kits | \$5.00 |
| DOT Physicals | \$60.00 |
| Spirometry | \$15.00 |
| OSHA Respirator Med Quest. | N/C |
| TB | \$14.00 |
| Tetanus Injection | \$19.00 |
| Consortium Annual Fee | \$100.00 |

EXHIBIT C

Non-DOT PRICING

| | <u>Cost Each</u> |
|--|-------------------------|
| Standard Five Panel Split Specimen Drug Test | \$44.00 |
| 10 Panel Drug Test | \$47.50 |
| Five Panel Rapid Drug Screen | \$30.00 |
| Confirmation Test if Initial Sample is Non-negative | \$25.00 |
| Breath Alcohol Test | \$23.00 |
| Confirmation Test | \$23.00 |
| After Hours/Mobile Fee | \$75.00 |
| Post Accidents Kits | \$5.00 |
| Physicals | \$60.00 |
| Spirometry | \$15.00 |
| OSHA Respirator Med Quest. | N/C |
| TB | \$14.00 |
| Tetanus Injection | \$19.00 |
| Consortium Annual Fee | \$100.00 |