



Samaritan
Health Services

**2019 Enrollment Form
Drug Free Transportation Consortium (DFTC)**

COMPANY NAME: City of Sweet Home
 COMPANY ADDRESS: 1140 12th Avenue
Sweet Home, OR 97386
 COMPANY PHONE #: 541-367-8969
 PRIMARY CONTACT: Julle Fisher
 ALTERNATIVE CONTACT: Brandon Nesh
 COMPANY FAX #: 541-367-5113
 CONTACT EMAIL: jfisher@sweethomeor.gov

Is it acceptable to leave results on voice mail? Yes No

If your employee/driver has an accident that does not require a DOT drug screen or breath alcohol test, do you want a non-DOT drug screen/breath alcohol test performed instead? (Cost is \$36 for drug screen, \$33 for breath alcohol test.) Yes No

Even if this takes place after hours? (Cost is \$60/hour) Yes No

SIGNATURE: [Signature] DATE: 10/24/18

Annual Company Membership Fee: \$50.00
 Annual Charge Per Driver: \$55.00 X 14 = 770
 Total Due: 820

OR

I will not be renewing my membership for 2019

Please complete this form and the attached Agreement and return to our office either by email or fax:

Email: shsoccmed@samhealth.org -or-

Fax to: (541) 812-2076, Attention: Patricia Angulo, DFTC Coordinator

We appreciate your business and look forward to working with you in the coming year.

Thank you,
Drug Free Transportation Consortium

**Occupational Medicine
Drug Free Transportation
Consortium**

2615 SW Willetta Street, Suite C2
Albany, OR 97321
541-812-5600 P
541-812-2066 F

5234 SW Philomath BLVD
Corvallis, OR 97321
541-768-6211 P
541-768-9385 F

33184 Hwy 228
Halsey, OR 97348
541-451-7873 P
541-812-2055 F

100 Mullins Drive, Suite B2
Lebanon, OR 97355
541-451-7534 P
541-812-2076 F

2930 NE West Devils Lake Rd Suite 3
Lincoln City, OR 97367
541-557-6427 P
541-812-2071 F

930 SW Abbey Street
Newport, OR 97365
541-574-4675 P
541-812-2064 F

samhealth.org/OccMed
samhealth.org
 Email: shsoccmed@samhealth.org

Medical Director
Charles Pederson, MD



Samaritan
Health Services

Drug Free Transportation Consortium

100 Mullins Drive Suite B-2
Lebanon, OR 97355
(541) 451-7534 Fax (541) 812-2076

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This Agreement is between Good Samaritan Hospital Corvallis dba Samaritan Occupational Medicine, Drug Free Transportation Consortium ("DFTC"), and City of Sweet Home, (hereinafter referred to as "Company") for the provision of drug and alcohol testing services (the "Services").

1. DFTC Responsibilities

1.1 Random drug/alcohol screen drawings on a quarterly basis and in compliance with 49 CFR, part 40 and part 382.

1.2 Contracting with a certified Medical Review Office ("MRO") as defined by Federal guidelines.

1.3 Alcohol tests are to be performed using screening and evidential testing devices approved by the National Highway Traffic Safety Administration ("NHTSA") as reflected in the publication of the NHTSA Conforming Products List. Tests are done by Breath Alcohol Technicians ("BAT") trained and certified in accordance with 49 CFR, Part 40.

1.4 Drug tests are performed using the chain of custody collection, testing laboratories certified by the Department of Health and Human Services ("DHHS") for such testing.

1.5 Department of Transportation ("DOT") tests are performed in accordance with regulatory requirements of the DOT for such testing, including all applicable procedural, personnel, and equipment requirements.

1.6 Maintain all dated records, information, and notifications, identified by individual for specific information and records, for minimum time periods according to DOT schedules. These will be kept in a secure location with limited access.

1.6.1 Five Years:

1.6.1.1 Alcohol tests >: 0.02, positive drug tests, refusals to test including alcohol form/drug custody and control for MRO documentation as applicable.

- 1.6.1.2 Medical explanation of inability to provide specimens.
- 1.6.1.3 Calibration documentation for EBTs.
- 1.6.1.4 Substance abuse professional evaluation and related information.
- 1.6.2 Two Years:
 - 1.6.2.1 Supervisory training/BAT and drug screen collector training certification
 - 1.6.2.2 Documentation of drug and alcohol testing.
 - 1.6.2.3 Random selection records.
 - 1.6.2.4 Agreements: testing-collection, laboratory, MRO and consortium.
- 1.6.3 One Year:
 - 1.6.3.1 Negative/canceled drug test results; alcohol test results <0.02.

1.7 DFTC will not release individual test results without first obtaining specific written authorization from the tested individual except for the designated company officials or regulatory agencies overseeing the drug testing program.

1.8 DFTC will make available to Company at location(s) of Company's choosing, and at reasonable expense to Company for copying and shipping charges, all records related to alcohol and drug testing performed by DFTC for Company, except records containing medical information, within two business days of notification by Company of such request.

1.9 Reporting of results to Company by DFTC, if applicable, will be by facsimile transmission, electronic transmission, or first class US mail. In exceptional circumstances, reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) may be arranged. The charge for this service will depend upon the carrier selected.

2. **Company's Responsibilities**

2.1 Company will provide DFTC with the most recent alcohol and/or drug testing policies for its company.

2.2 Company will designate a representative and an alternative to whom the DFTC will report test results and discuss or report other information.

2.3 Company will ensure that the results and other information remain secure and confidential with distribution of or access to such information to company officials with a business need for the information.

2.4 Company acknowledges that performance of necessary verification procedures may be dependent upon cooperation by its representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

3. **Fees and Payment**

3.1 Fees. Company agrees to pay DFTC for services provided in accordance with Exhibit A, Fee Schedule, as attached and incorporated by this reference.

3.2 Fee Changes. The price for services rendered under this Agreement will not change unless DFTC notifies Company in writing sixty (60) days in advance of a price change. If Company does not agree to the new price, DFTC, at its sole discretion, may continue to provide agreed-upon services at the then current price for the duration of the current year, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.

3.3 Significant Changes in Services Provided. If, during the term of this Agreement, there is a significant change in the requirements of DFTC, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement.

3.4 Payment. DFTC will invoice Company for all services provided on a monthly basis. Payment terms are net thirty (30) days after the date of any invoice. Overdue payments are subject to additional interest and service charges. In the case of failure of Company to make timely payments, DFTC may, at its sole discretion, continue to perform its obligations as per this Agreement. Upon continued provision of services under this Agreement, DFTC shall be entitled to recover all payments for services rendered, including interest and service charges on late payments, collection expenses and reasonable attorney fees.

4. **General Terms and Conditions**

4.1 Term. This Agreement shall be in effect from the date of last signature and will remain in effect through December 31st of that year ("Initial Term"), unless earlier terminated as provided herein. This Agreement shall automatically renew each succeeding year beginning the following January 1st, for a period of one year (each a "Renewal Term"), unless either party terminates this Agreement under **Section 4.2** or Company fails to pay the annual fees due prior to February 15th of the Renewal Term.

4.2 Termination at Will. Either party to this Agreement may terminate it at any time, with or without cause, upon 90 days' written notice to the other party. Annual fees paid prior to termination will not be refunded.

4.3 Independent Contractors. Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint ventures, or employer/employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

4.4 Responsibility for Company's Policies and Programs. The parties understand and agree that DFTC does not make any employee decisions for Company such as hiring of applicants, termination, discipline, or retention of any employee or former employee, and that Company has sole responsibility for all such decisions. DFTC shall not be responsible for any damages resulting from acts or omissions of Company under the substance abuse policy of Company.

4.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of the Agreement.

4.6 Force Majeure. In no event shall DFTC have any responsibility or liability to Company for any failure or delay in performance by DFTC which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances including but not limited to acts of God; acts of Company; acts, rules or regulations or orders of any governmental authority or agency thereof (whether civil, military, executive-legislative, judicial, or otherwise); strikes or other concerted actions of workers; lockouts, or other labor disputes or disasters; accidents; wars; riots; rebellion; sabotage; insurrection or civil disturbances; difficulties or delays in private or public transportation; or any other cause beyond the reasonable control of DFTC.

4.7 Waiver. The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

4.8 Mutual Indemnification. Each party shall indemnify, defend and hold harmless the other party (including either's officers, agents and employees) from any and all actions, claims, liens, losses, expenses, including court costs and attorney fees, charges and liabilities for the indemnifying party's direct negligence arising, or growing out of the performance, malperformance and/or nonperformance by such indemnifying party of any part of this Agreement. Nothing herein is intended as a creation or as an assumption of liability by one party for the acts of the other party, or said other party's agents, assigns, or as an agreement to indemnify said other party for said liability.

4.9 Governing Law. Any dispute under this Agreement or related to this

Agreement shall be decided in accordance with Oregon law and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon.

4.10 Access to Books and Records. The Comptroller General of the United States, HHS and their duly authorized representatives shall have access to DFTC's contracts, books, documents and records related to this Agreement necessary to verify the nature and extent of the costs of services provided by DFTC and included in the Company's cost report and for four (4) years after the Services are furnished. Access shall be provided in accordance with the provisions of Public Law 96-499, the Omnibus Reconciliation Act of 1980. The Comptroller General, HHS and their duly authorized representatives shall also have similar access to such contracts, books, documents and records as are subject to Section 1861(V)(1)(I)(i) & (ii) of the Social Security Act pertaining to any subcontract between DFTC and any organization related to DFTC if that subcontract involves the provision of services with a value in excess of \$10,000.

4.11 Entire Agreement, Amendment, and Assignment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. Any prior oral or written agreements, representations, warranties or understandings between the parties are superseded herein. No modification or amendment to this Agreement or waiver of any of its provisions shall be valid unless in writing and signed by an authorized representative of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

DFTC:

By: _____
Ryan Combs

Its: Authorized Representative

Date: _____

COMPANY:

By: _____


Its: _____
MAYOR

Date: _____
10-23-18

EXHIBIT A
FEE SCHEDULE

Company agrees to pay Samaritan Occupational Medicine as follows:

Annual fee due January of each year:

Company	\$50.00
Each Driver	\$55.00

In the event annual membership dues are not received by February 15th of the perspective membership year, the company and its drivers will be withdrawn from the DFTC and this Agreement will become null and void.

No charge for random drug screens or breath-alcohols if collected at Samaritan Health Services Occupational Medicine Department.

Pre-placement drug screen	\$55.00
All other drug screens	\$60.00
Breath Alcohol	\$33.00
After-hours call-back fee	\$60.00