

CONTRACTUAL AGREEMENT BETWEEN

DISTRICT AND CONTRACTOR FOR

STUDENT DRUG TESTING ADMINISTRATION SERVICES

This contract is made on the 31st day of July 2015, by and between Beaufort County School District ("BCSD") and Absolute Assurance Drug Testing, LLC ("Contractor").

The Project is to acquire services to provide student drug testing administrative services for BCSD per the specifications and conditions of Invitation for Bid (IFB) #16-002.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

1. **TERMS AND CONDITIONS.** Contractor certifies that the scope of work/specifications as they apply to all terms and conditions within the BCSD IFB #16-002 solicitation shall be made part of the Contract as if incorporated therein.

2. **SCOPE OF WORK.** The contractor shall provide all management, supervision, personnel, quality control, equipment, and supplies to ensure that drug tests are conducted properly for BCSD to meet requirements within the BCSD IFB #16-002 solicitation and the District administrative regulation governing random drug testing of students. Each month, September through May of the 2015-2016 school year, Contractor shall randomly test students at each of the five (5) BCSD high schools. The schools are currently Battery Creek High School (BCHS), Beaufort High School (BHS), Bluffton High School (BLHS), Hilton Head Island High School (HHIHS) and Whale Branch Early College High School (WBECHS). During the 2015-2016 school year, the monthly total of random tests will be three hundred (300) apportioned as follows – sixty (60) at BCHS, seventy (70) at BHS, eighty (80) at BLHS, sixty (60) at HHIHS, and thirty (30) at WBECHS - and the annual total number of tests will be two thousand seven hundred (2,700). It is understood by Contractor that District will open May River High School in August, 2016, and such high school shall be added to the high schools at which the random student drug testing shall occur pursuant to this Agreement. In the event District renews this Agreement, the Parties shall revise this Scope of Work accordingly.

a) Drug Testing

Contractor ensures that drug testing at a minimum will be accomplished in accordance with the instructions contained in "Mandatory Guidelines for Federal Workplace Drug Testing Programs" Contractor will comply with all updates to these guidelines.

b) On Site Collections

Contractor shall ensure that trained collectors will have all necessary materials and equipment to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.

Contractor shall ensure that security, chain of custody, access, privacy procedures, collection control and transportation procedures will comply with the requirements outlined in the district's policy or at a minimum comply with the requirements in the "Mandatory Guidelines for Federal Workplace Drug Testing Programs".

Contractor shall take precautions to ensure that urine specimens are not adulterated or diluted during the collection process, and that the information on the urine bottle and in the record book identify the individual from whom the specimen was collected. Contractor shall at a minimum comply with the requirements in the "Mandatory Guidelines for Federal Workplace Drug Testing Programs"

c) Laboratory

Contractor shall use SAMHSA certified laboratories for conducting all drug tests. These include Medtox, Quest Diagnostic, and CRL.

Contractor shall ensure that each laboratory's analysis will at a minimum comply with the requirements in the "Mandatory Guidelines for Federal Workplace Drug Testing Programs."

Contractor shall ensure that each laboratory will have a quality assurance program which encompasses all aspects of the testing process, including, but not limited to, specimen acquisition, chain of custody, security, and reporting of the results, initial and confirmatory testing, and validation of analytical procedures. This program will comply with the requirements in the "Mandatory Guidelines for Federal Workplace Drug Testing Programs."

Contractor shall certify that each laboratory complies with the Privacy Act, 5 USC 522a.

d) Confirmation and Validity Testing

Samples with presumptive positive lab results on the initial screen (radioimmunoassay, or RIA) will be processed for additional, confirmatory testing by gas chromatography with mass spectrometry (GC/MS) at specified cutoff concentrations. The confirmation procedure will employ differential chemical extraction principles to identify specific drugs or drug metabolites. After sample extraction, the gas chromatograph will separate and initially identify compounds by retention time characteristics. The mass spectrometer will ascertain the chemical identity of the drug present by elucidation of its chemical structure (mass spectrum).

GC/MS procedures utilized at these laboratories will be fully validated to determine assay dynamic range, precision and specificity. Selected ion monitoring mass spectrometry (SIM) is the most commonly used tool to identify these targeted analytes. The GC/MS methodology will differentiate compounds on a structural level; accuracy of the technology is accepted as the "gold standard". The instrument will print out a summary sheet of the data acquired by the GC/MS analyzer. This includes specimen quantitative results, quality control and intermolecular ion ratio acceptance criteria. Copies of the aliquot chain of custody documentation, the individual chromatograms for standards, controls and donor samples will be included in the data packet.

Internal quality control samples will monitor accuracy and precision of the analysis and must meet acceptance criteria before results are reported. Each batch will include a minimum of 10% quality control: a certified negative control (NEGCT) and a threshold or cutoff control (TCT). A positive control (POSCT) at a higher concentration may also be included.

Specimens with specimen validity test results outside normal range will also be processed for confirmation by a second method or additional testing. Confirmation methodology will be specific to the indicator.

All of the data generated by the testing process, both initial screening analysis and confirmation testing, as well as all associated chain of custody documents, will be scientifically reviewed for analytical accuracy and completeness prior to the reporting of results.

e) Blind Testing

Contractor will conduct blind testing of each laboratory used by the district.

f) Random Selection

Contractor will provide a process for determining which donors from the group will be tested on a particular date. The selection will be blind and random. Contractor may use a software program to expedite this process. To accomplish this result, Contractor will maintain a confidential list of all participants provided and updated by the participating district. Once entered into the system, Contractor will assign students to pools based on their school location and

affiliation. The software will randomly select the requested number of students for drug testing. The computer programs shall provide detailed, yet confidential, statistical reports as required by BCSD policy.

g) Collection Process

Contractor shall use only trained, toxicology specialists to perform all collections on-site. Specimens collected and shipped to the laboratory are typically completed inside of 5 minutes per student. Selected students are escorted from class to the collection site. A specimen of urine is collected following this process:

1. No purses, bags or containers may be taken into the collection area with the student. All extra coats, vests, jackets, sweaters, etc., are to be removed before entering the collection area.
2. The collector adds a bluing agent (food coloring) to the water in the urinal or toilet.
3. Student is asked to rinse their hands and dry them. If no water is easily accessible, a non-alcoholic wipe may be used instead.
4. The drug testing custody and control form is completed by the student and collector.
5. The student is told to urinate directly into the provided container and should provide a sufficient amount of urine (at least 30ml) in one attempt.

   The student is also told they are to hand the container of urine to the collector.
6. The student enters a closed stall to collect the specimen, then hands the container to the collector.
7. The collector checks the volume, reads and records the temperature within four minutes of collection, and looks for evidence of tampering.

   If tampering is suspected, a second specimen will be requested. A second suspected tampered specimen will be considered refusal to test and the BCSD Chief Student Services Officer will be notified.
8. With the student watching, the collector will pour the specimen into the two bottles and recap the specimen bottles tightly.
9. The collector takes the bottle seals and places them over the caps and sides of the bottles and ensures they are properly signed and initialed.
10. The sealed bottles are placed inside the transport bag
11. The top lab copies of the drug testing custody and control form are folded with the top portion visible to the outside and placed in the Requisition Pouch. The transport bag and pouch are sealed as indicated. The student completes the COC and is given the donor copy of the form.
12. The student may then wash their hands and is then sent back to class.

13. The collector distributes the remaining copies of the form as required, being responsible for getting the appropriate copy of the form to the MRO in a timely manner.

14. The BCSD Chief Student Services Officer will be notified immediately of any student who refuses to give a urine sample or is suspected of adulteration.

h) Medical Review Officer (MRO)

Contractor shall provide the MRO Services. The MRO shall be certified as a Medical Review Officer and shall comply with the requirements in the "Mandatory Guidelines for Federal Workplace Drug Testing Programs."

The MRO shall review all positive results. A phone call will be made to the parent by the MRO office to answer any questions or concerns. Contractor shall assure that an individual who tests positive is provided the opportunity to provide documentation addressing the positive test result. MRO positives are then called to the BCSD Chief Student Services Officer as policy requires.

i) Reporting of Results

Negative results will report out from the lab within 24 hours. Positive test results will report out from the lab within 72 hours. Contractor will send a summary of findings, to include all verified positive tests results to the BCSD Chief Student Services Officer.

1. **Cut-Off Levels for Drug Detection:** Contractor shall use a screening cut-off in accordance with federal guidelines for THC (Marijuana).

2. **Quantitative Reporting for Levels below Cut-Off:** Drug screens with detectable levels of illicit or banned drugs that are below the cut-off are usually reported negative. These tests cannot be ruled positive since they are below the cut-off, but the presence of such substances could mean that student has been using and enough time has elapsed for them to be below cut-off.

3. **Expanded Opiates Panel:** Contractor shall provide an expanded opiate panel to include Vicodin, Hydrocodone and Tylenol, at no additional cost.

3. TERM. This Agreement shall commence on July 31, 2015 and the base term of the agreement shall be for one (1) year, expiring July 30, 2016. BCSD has the option to renew the agreement for four (4) one-year extensions, for a total of five (5) years. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.

4. COMPENSATION. Costs of services shall be provided to BCSD as follows:

For collections on-site, initially tested and confirmed (if necessary) at an SAMHSA certified laboratory.

Substance Abuse Twelve (12) Panel $14.00/test
(includes: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine, Ectasy, marijuana, methamphetamines, Methadone, opiates, PCP, and Propoxyphene)

Add-on Tests:

Confirmation testing.....$32.00/test

It is agreed and understood by the parties that the compensation set forth above and to be paid by the BCSD to the Contractor for Confirmation testing shall be inclusive of the amount paid for the substance abuse panel as set forth above such that the additional compensation owed to the Contractor by the BCSD for the Confirmation testing shall be no more than $18.00 per Confirmation test.

5. **INDEPENDENT CONTRACTOR**. The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

6. **DISPUTE RESOLUTION**. All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the BCSD Procurement Code.

7. **NOTICES**. All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor shall be given Matt Jennette, Absolute Assurance Drug Testing, LLC at 709 Simmons Street, Goldsboro, NC 27530.

8. **WHOLE AGREEMENT**. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

The Parties hereto have duly executed this Agreement on the date first set forth above.

AGREED:

Absolute Assurance Drug Testing, LLC

By: _____
Matt Jennette,
COO

Beaufort County School District

By: _____
Jeffrey C. Moss,
Superintendent