

Drug and Alcohol Testing Master Services Agreement

This Agreement for substance abuse testing services (the “Agreement”) is made effective as of ____7/1/2023____ by and between DSI Medical Services Inc. (“DSI”) and __Christian County Commission__(Purchaser”) and defines the services that DSI will provide Purchaser.

1. DESCRIPTION OF SERVICES.

DSI will provide drug and alcohol program management services utilizing an HHS / SAMHSA Certified Laboratory. All laboratory testing will be conducted in full compliance with Federal DOT regulations, as well as for NON-DOT testing in the same fashion.

DSI will provide medical review officer (MRO) services. All MRO’s are fully certified through the American Association of Medical Review Officers (AAMRO), representing accreditation in all 50 states and are compliant with all Federal and State regulations.

DSI will provide management oversight to the corporate substance abuse testing programs up to and including: maintenance of the random pool selections, alternate selections, result reporting following MRO review, electronic notification to DER when negative results are posted, blind specimens, litigation support packages, expert witness testimony, MIS and management reports, local specimen collection centers, for any pre-employment, random, post-accident, reasonable cause, return-to-duty, and/or follow up drug & alcohol tests annually. Additionally, DSI will provide administrative management services, regulatory guidance, updates, & interpretation, as well as labor grievance support, and education, to help ensure compliance of your employees with your company drug testing program.

2. RESULTS REPORTING.

DSI will provide Purchaser with access to the DSI ONE Portal & New DSI Live website. DSI ONE Portal is the online ordering system for drug, BATs, and Physical, and provides notification of posted results & Dashboard for retrieving these results.

3. CONFIDENTIALITY.

The parties agree that records related to test orders and/or test reports shall be regarded as confidential and both parties shall comply with all applicable federal and state laws and regulations regarding the use and disposition of such data. Both parties agree to consider the terms of this Agreement confidential and not disclose any information contained in this Agreement to any outside party unless required by applicable law.

3.1 NONDISCLOSURE

Contractor hereby agrees that any and all data, recommendations, reports and other materials developed in the performance of this Agreement are strictly confidential and that Contractor is prohibited from revealing or disclosing such data, recommendations or reports, in whole or in part, to any third party without first obtaining the express written consent of Contractor. This covenant of non-disclosure shall survive the termination or expiration of this Agreement.

4. FEES AND PAYMENT TERMS.

DSI will invoice Purchaser at the fees set forth in **Exhibit A** in accordance with the specific needs of Purchaser and applicable federal and state statutes and regulations. Purchase agrees to compensate

DSI net fifteen (15) days due upon receipt of the date of the DSI invoice. If applicable, any price increase at time of renewal option will not exceed 4%.

5. LITIGATION ASSISTANCE FEES.

DSI is qualified and available to provide litigation assistance for Purchaser at the fees set forth in **Exhibit A**.

6. TERM AND TERMINATION.

This Agreement shall continue from the effective date until terminated by either party with or without cause upon thirty (30) days prior written notice to the other party, with the understanding that DSI expressly reserves the right to increase or decrease its fees upon providing Purchaser with at least thirty (30) days advance written notice. Such increases or decreases shall apply with respect to all tests processed through the DSI One Portal after the effective date of such price change.

7. MISCELLANEOUS.

7.1 ASSIGNMENT – All rights and obligations of either party under this Agreement may be assigned to its subsidiary, successor, or parent corporation, so long as 30 day written notice is provided to the other party.

7.2 INDEPENDENT CONTRACTORS

The parties hereto agree that DSI, and any agents and employees of DSI, in the performance of this Agreement, shall act in an independent capacity as independent contractors and not as officers, employees, or agents of the Purchaser.

7.3 LIMITATION OF LIABILITY

Each Party shall be responsible for losses, actions, claims, demands and liabilities and any loss, damage, costs and expenses arising as a result of the negligent or intentional act or omission that is a result of the Party's own gross negligence or intentional acts or omissions of its directors, officers, employees, subcontractors or agents or person acting under its direction or control. DSI shall not be liable for any application or use of the test results or other data it may provide or for any indirect, exemplary, special, consequential or incidental damages of any kind. No claim of any kind shall be greater in amount than the fees paid compensation for the services set forth in this Agreement.

8. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings, arrangements and agreements relating to the subject matter hereof.

DSI Medical Services, Inc. ("DSI")

By:

Signature: Roger Hornby

Name: Roger Hornby

Title: VP – Business Development

Date: 6/9/2023

Christian County Commission ("Purchaser")

By:

Signature: _____

Name: _____

Title: _____

Date: _____

Tax ID#: _____

**EXHIBIT A
FEES**

DRUG TEST PRICING – ONLINE ELECTRONIC ORDERING (TIER 1 CLINICS)

Walk-In / Office Drug Screen DOT Panel	\$ __45.00__ per test
Walk-In / Office Drug Screen Non-DOT Panel	\$ __45.00__ per test
Walk-In / Office Breath Alcohol Test	\$ __47.00__ per test
On-Site Drug Screen DOT Panel	\$ __55.00__ per test
On-Site Drug Screen Non-DOT Panel	\$ __55.00__ per test
On-Site Breath Alcohol Test	\$ __47.00__ per test
On-Site Scheduled Event	\$ __150.00__ per event
On-Site Emergency / Post Accident Event	\$ __115.00 / hour__ (2 hr min.)

OCCUPATIONAL HEALTH – ONLINE ELECTRONIC ORDERING (TIER 1 CLINICS)

DOT / Non-DOT Physical (“IN” Clinic) – Mercy OccMed & EDTS	\$ __95.00__ per exam
DOT / Non-DOT Physical (“OUT” Clinic) – Nixa & Springfield Family Clinics	\$ __129.00__ per exam

- **DSI Medical INCLUDES pulling Random Selections Monthly or Quarterly in our price above!**

 - **IF NEEDED: SPLIT SPECIMEN RETEST (Bottle B) of MRO-CONFIRMED POSITIVE SPECIMEN @ ALTERNATE LAB** \$199.00 (per positive metabolite)

 - **IF NEEDED: LITIGATION ASSISTANCE**
 - Expert Witness Testimony – DSI Medical Staff (In Person) **\$275/hr + travel/meals**
 - Expert Witness Testimony – DSI Medical Staff (Telephonic) **NO CHARGE**
 - Expert Witness Testimony – MRO Staff (In Person) **\$275/hr + travel/meals**

 - **IF NEEDED: SUPERVISOR REASONABLE SUSPICION ONLINE TRAINING**
\$ __49.00__ per user license

 - **IF NEEDED: CLEARINGHOUSE SUBMISSION OF QUERIES** \$ __5.00__ per query
 - Queries will be billed based on each Full or Limited Query DSI manually submits to Clearinghouse, regardless of status of Query. Client must still pre-purchase a block of Queries from the Clearinghouse website for DSI to work from for submissions. Client must also select DSI Medical to conduct Queries on their behalf within their Clearinghouse company profile admin account.
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OPTIONAL: CRIMINAL/SEX OFFENDER BACKGROUND CHECK SERVICES



Screening that's Compliant with DOT Guidelines

The United States Department of Transportation (DOT) regulates the trucking and transportation industry for public safety and requires background checks for anyone who possesses a commercial driver's license (CDL).

Generally, a DOT required background check includes:

- Past employment verification
- Driver history, including assessing whether the driver has:
 - Had any accidents on the job
 - Failed or refused an alcohol or drug test
 - Completed a substance abuse rehabilitation program if prescribed
- A motor vehicle record (MVR) for each state that the driver held a license in over the past 3 years
- A FMCSA Clearinghouse query for drug and alcohol program violations

Drivers must also pass a DOT-required pre-employment drug test and have a valid DOT-compliant physical on file. The FMCSA also recommends using their [Preemployment Screening Program \(PSP\)](#) to get additional data about their candidate's driving history, including crash and roadside inspection data.

Managing all of these requirements can be tricky, but that's why we've created the DSI Background Checks service - we make the process easy, allowing you to coordinate complaint screenings and verifications, all in one place. Our expert team at DSI is ready to help you put complying with Federal DOT Guidelines on cruise control.

OPTIONAL: MOTOR VEHICLE REPORTS (MVRs), CDLIS+, PSPs and More.....

Please contact Roger Hornby @ 215-461-1729 for pricing & packages

DSI MEDICAL SERVICES, INC
ITB #2023-8 EMPLOYEE DRUG SCREENING SERVICES

BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO
YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set
forth above.

COUNTY OF CHRISTIAN

CONTRACTOR

By: Lynn Morris
Lynn Morris, Presiding Commissioner

Company Name: DSI Medical Services Inc

By: Bradley A. Jackson 6-27-23
Bradley A. Jackson, Eastern Commissioner

By: [Signature]
Title: VP - Business Development

By: Hosea Bilyeu 6-27-23
Hosea Bilyeu, Western Commissioner

By: _____

Title: _____

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by
this document is within the purpose of the
the document is within the purpose of the
appropriation to which it is to be charged and
that there is an unencumbered balance of
anticipated revenue appropriated for payment
of same.

Amy Dent
Amy Dent, Christian County Auditor

6/29/23
Date



Attest BY: Paula Brunfield
Paula Brunfield, Christian County Clerk

Approved as to form:
By: N. Austin Fax
N. Austin Fax, Christian County Counselor