

## SERVICE AGREEMENT NO. 1585

### Drug and Alcohol Testing and Occupational Medical Services

THIS **Drug and Alcohol Testing and Occupational Medical Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Alliance Health Resources Mobile Division, Ltd. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Drug and Alcohol Testing and Occupational Medical Services in response to Request for Bid/Proposal No. 1585 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Drug and Alcohol Testing and Occupational Medical Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for sixty months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$1,333,531.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this

Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Sylvia Guzman  
Department: Human Resources  
Phone: (361) 826-3380  
Email: SylviaG@cctexas.com

**5. Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

**6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

**7. Inspection and Acceptance.** Any Services that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

## 8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.

13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Sylvia Guzman  
Title: Human Resources Administrator  
Address: 1201 Leopard St., 2<sup>nd</sup> Floor Human Resources, Corpus Christi, TX 78401  
Phone: (361) 826-3380  
Fax: (361) 844-1730

**IF TO CONTRACTOR:**

Alliance Health Resources Mobile Division, Ltd.  
Attn: Amy Strahan  
Title: Business Office Manager  
Address: 2910 Center Street, Deer Park, TX 77536  
Phone: (281) 479-6672  
Fax: (281) 479-6594

17. ***CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS***

**AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**19. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

**20. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

**21. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding attachments and exhibits);
- B. its attachments;
- C. the bid solicitation document including any addenda (Exhibit 1); then,
- D. the Contractor's bid response (Exhibit 2).

- 22. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 23. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 24. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**(SIGNATURE PAGE FOLLOWS)**

**CONTRACTOR**

Signature: Amy Strahan

Printed Name: Amy Strahan

Title: Business Office Manager

Date: 8/2/18

**CITY OF CORPUS CHRISTI**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. 1585
- Exhibit 2: Contractor's Bid/Proposal Response

## Attachment A: Scope of Work

### 1. General Requirements

- A. The Contractor shall provide drug testing, collection and laboratory services and medical review officer services as required by the City of Corpus Christi's Alcohol and Drug Testing Policies and Occupational Medical Services to meet the requirements of The Americans with Disabilities Act (ADA), workers' compensation laws, police and fire contracts and related state laws, Civil Service Board and Commission rules, and other related City policies.
  
- B. The Terms used in this Scope of Work are defined as follows:
  1. "Alcohol Testing" means a procedure using a breath device, that is approved by the National Highway Traffic Safety Administration and placed on a conforming products list, to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen, except for as provided in the Police Department Alcohol Testing programs which shall be by blood test;
  2. "Attachment" means a numbered exhibit to the Contract.
  3. "C.A.P." means the College of American Pathologists - Forensic Drug Testing program;
  4. "CDL" means a commercial driver's license issued by the Texas Department of Public Safety.
  5. "City" means the City of Corpus Christi, Texas;
  6. "City Council" means the City Council which is the Governing Body of the City of Corpus Christi, Texas;
  7. "City Manager" means the chief executive officer of the City of Corpus Christi, Texas;
  8. "Collection" means a urine specimen provided by an employee for a drug test;
  9. "Collector" means an individual authorized to receive a collection.
  10. "Commercial Vehicle Drivers" means employees of the City that possess a CDL.



11. "Contract" means the Drug and Alcohol Services Agreement between the City and Proposer based on this Request for Proposal;
12. "Director" means the City of Corpus Christi Director of Human Resources;
13. "DOT" means the United States Department of Transportation;
14. "Drug Testing" means a procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.
15. "Laboratory" means a facility for drug testing that is certified for drug testing by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) of the United States Department of Health and Human Services, and is accredited by the College of American Pathologists - Forensic Drug Testing program;
16. "MRO" means Medical Review Officer;
17. "NHTSA" means the National Highway Traffic Safety Administration;
18. "NON-DOT" means policies or procedures not mandated by the Department of Transportation or covered under Collective Bargaining Agreements with the Police and Fire Unions.
19. "Policy or Policies" means an official City Policy or official City Policies approved by the City Manager;
20. "Proposer" means any Respondent to this Request for Proposal;
21. "RFP" means Request for Proposal;
22. "S.A.M.H.S.A." means the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services;

## **2. Scope of Work**

- A. The Contractor shall provide a minimum of two collection sites (Facility) for Drug and Alcohol Testing or one collection site for Drug and Alcohol Testing and provide pick-up and delivery for Occupational Medical Services as described in Attachments I through IV. If only one collection site is provided, pick-up for occupational services must be within one hour of Proposer being notified of pick-up. Each instance of non-compliance will result in a

deduction of a percent discount for each patient not picked-up within the hour after notification of pick-up.

- B. The Contractor shall provide a report detailing the percentage seen within the hour after notification, with an expectation of 90% or greater. Report must show names, notification time/pick-up time and be submitted to the City, by the 15<sup>th</sup> of each month following the month for which it applies and shall be submitted with the invoice to which it applies.
- C. Drug & Alcohol Testing - The City requires approximately 2766 drug tests and approximately 911 alcohol tests within a given twelve-month period, City-Wide. In addition, the Fire and Police Department requires approximately 450 drug tests per year and the Police Department requires approximately 271 alcohol tests per year. The City following requirements apply to drug and alcohol testing:
1. The Contractor must use laboratories that are S.A.M.H.S.A.-certified and C.A.P.-accredited for the testing of ALL specimens collected under any of the Alcohol and Drug Policies covering City employees based on the policy of the City of Corpus Christi.
  2. The Contractor will provide drug testing mandated by the United States Department of Transportation (DOT) for City Gas Department Employees. The DOT Specimen Collection Procedures for Drug Testing and DOT Alcohol Testing Procedures for Gas Department Employees are contained in Attachment I. The DOT Laboratory Drug Testing Protocol for Gas Employees is contained in Attachment V-A.
  3. The Contractor will provide for drug testing mandated by the DOT for Commercial Vehicle Drivers (CDL) for the City. The DOT Specimen Collection Procedures for Drug Testing and DOT Alcohol Testing Procedures for CDL Employees are contained in Attachment I. The DOT Laboratory Drug Testing Protocol for CDL Employees is contained in Attachment V-A.
  4. The Contractor will provide for alcohol and drug testing performed under the City-Wide Alcohol and Drug Testing Policy. The NON-DOT Specimen Collection Procedures for Drug Testing are contained in Attachment II. The NON-DOT Laboratory Drug Testing Protocol for City Wide Employees is contained in Attachment V-B.
  5. The Contractor will provide for drug testing mandated by the DOT Alcohol and Drug Testing Policy for the Municipal Marina Employees. The DOT Specimen Collection Procedures for Drug Testing and DOT Alcohol Testing Procedures for Marina Employees are contained in Attachment

- I. The DOT Laboratory Drug Testing Protocol for Marina Employees is contained in Attachment V-A.
6. The Contractor will provide for drug testing mandated by the respective Collective Bargaining Agreements and Alcohol and Drug Policies, for the Corpus Christi Police and Fire Departments. The NON-DOT Specimen Collection Procedures for Drug Testing and NON-DOT Alcohol Testing Procedures for the Fire and Police Departments are contained in Attachments III and IV, respectively. The Non-DOT Laboratory Drug Testing Protocol for the Fire and Police Departments is contained in Attachments V-C and V-D, respectively.
  7. The Contractor will provide for Medical Review Officer (MRO) services. The MRO Services for Gas, CDL, Marina, City-Wide, including the Fire and Police Departments' requirements and MRO requirements are contained in Attachment VI. Any and all costs associated with provision of MRO services described in this scope of work are included/factored into the price schedule.
  8. The Contractor will follow Custody and Control Procedures for drug testing under the Gas, CDL, Marina, City-Wide and Fire and Police Department Policies. The Contractor must comply with any revised Policies.
  9. The Contractor shall provide a collection site(s) that meet the Facility requirements of Federal DOT and NON-DOT regulations and are clean, well-lit and secured as provided for in the Scope of Work Attachments. A collection site (Facility) complete with locker, lock and key which meets all requirements of Attachments I through IV incorporated herein is required for Police Department requirements.
  10. The Contractor shall secure urine/blood specimen for drug testing or have completed breath alcohol test within 30 minutes of sign in. Each instance of non-compliance will result in a deduction of a percent discount for each patient not seen within 30 minutes of sign in. Proposer shall provide a report of urine/blood specimens collected or breath alcohol tests detailing the percentage seen within 30 minutes of sign in, with an expectation of 90% or greater. Report must show names, time in/time out, by the 15th of each month following the month for which it applies and shall be submitted with the invoice to which it applies.
  11. The Contractor shall provide full collection services to meet seasonal needs for full collection services, as required by the City, by staying open until 6 p.m. each day and/or being open on Saturdays. If after hour's

drug/alcohol testing is required, calls must be returned in a timely manner.

D. Occupational Medical Services - The City currently has 1846 civilian employees, 450 police officers and 417 firefighters. The City following requirements apply to occupational medical services:

1. The Contractor shall provide Occupational Medical Services which meet requirements of The Americans with Disabilities Act (ADA), Workers' Compensation Laws, Police and Fire Contracts and related State Laws, Civil Service Board and Commission Rules, and other related City Policies. Facilities used in performing these services are required to meet public accessibility requirements of the ADA.
2. The City retains the sole responsibility for making employment decisions or deciding whether or not it is possible to make a reasonable accommodation for a person with a disability.
3. The Contractor shall provide Occupation services in a manner that allows patients to be released within one hour of sign in. Each instance of non-compliance will result in a deduction of a percent discount for each patient not seen within one hour of sign in or the Contractor shall provide a report detailing the percentage seen within one hour of sign in, with an expectation of 90% or greater. Report must show names, time in/time out, by the 15th of each month following the month for which it applies and shall be submitted with the invoice to which it applies.

E. Post Offer Services- The Contractor shall provide post-offer medical examinations based upon detailed job descriptions provided to the Physician by Human Resources, and to advise Human Resources in writing whether there is any medical condition which precludes the individual from performing the essential functions of a job with or without reasonable accommodation, or which present an undue hardship, or a direct threat to the health or safety of the individual or others which cannot be eliminated by a reasonable accommodation. The City following requirements post offer services:

1. Applicants for jobs who have been made an initial offer of employment with the City of Corpus Christi contingent upon the passing of a post offer examination will be scheduled by the Human Resources Department and sent to the Contractor's Facility. Temporary positions with work assignments of less than 30 workdays, except for those in labor intensive job classifications, shall be excluded from this requirement. City employees, excluding Police and Fire Personnel will receive a full physical examination post offer.

2. Appointments for physical examinations for applicants will be scheduled with the Contractor's Physician's Staff by Human Resources Department Staff. The applicant will be advised to bring with him/her any eyeglasses, contact lenses, and/or currently prescribed medications to optimize the performance of pre-placement evaluation.
  3. Applicants will be asked to report to the Physician's Office on the date and fifteen minutes early to allow time for completing their "Medical History Form".
  4. Notice of all medical determinations on applicant post offer examinations shall be sent to the Human Resources Department on forms to be approved by the Director of Human Resources. The Contractor's Physician shall complete the Physician's Medical Evaluation Form.
  5. The strict confidentiality of medical records must be maintained by the Contractor's Physician and his/her staff. Dissemination of information from the employee's City medical records is prohibited without the expressed, written consent of the employee. Access to official City medical records is limited to: the Occupational Medical Service Provider, Department of Human Resources, Texas Municipal Retirement System (TMRS) for disability retirement evaluations, City Attorney, the City's current or past Third Party Administrator and the treating physician.
- F. Occupational Injury related medical treatment – The Contractor shall provide medical care to employees injured on the job, and who choose to go to the Contractor's Facility and/or physicians' assistant. These services are indirectly related to this contract, as injured employees are in no way required by the City to choose the provider as their treating physician for a workers' compensation injury /illness. For injuries occurring during the Contractor's regular office hours, the supervisor/ designee will bring the employee to the Contractor's Facility if the employee so chooses. After receiving medical care, the Contractor will determine the treatment plan and whether or not the injured employee can return to work.
- G. Disability Review Committee - The City's Disability Review Committee which is designed to encourage timely recovery by employees from occupational and non-occupational injuries or illnesses and their timely return to work by providing medical assessments and recommendations. The following requirements apply to the Disability Reviews:
1. The Contractor's Physician is required to provide disability job-related evaluations as requested by the Human Resources Director on behalf of the Disability Review Committee. The Contractor's Physician's role is limited

to conducting medical examinations, as required, which are job-related and based on detailed job descriptions.

2. It is the Contractor's Physician's responsibility to advise the City about each individual's functional abilities, by providing functional capacity exams and present limitations in relation to that required in safely performing the essential functions of the job the employee was hired to do and for alternate job placement. Referrals must be made in a timely manner.
3. The Contractor's Physicians shall have proper materials at meetings, such as patient files, etc. The Contractor's Physicians must be actively engaged in meetings, providing medical assessments and firm recommendations.
4. Disability Review Committee meetings are scheduled once per month, in the afternoon and may occasionally be called at other times, as necessary.
5. The Contractor's physician will be compensated under onsite services for reimbursement (including travel costs) for his/her required attendance at Disability Review Committee meetings.
6. The City will make payment to the Contractor's Physician at the rate listed in the schedule of pricing for legal testimony, for both the time spent actually testifying as well as the time spent waiting (at the location where the testimony is to be given) to be called to testify. Proposer's quoted fee per hour is all inclusive of any and all travel costs associated with the provision of testimony.

H. Medical Examinations of City Employees - The Contractor shall provide medical examinations to include but not be limited to promotional, pre-assignment, annual, executive and return to work examinations on City employees, however such services must be job related and consistent with business necessity. Such medical examinations will be used to determine if there is any medical condition which precludes an individual from performing the essential functions of a job with or without reasonable accommodation, or which present an undue hardship or a direct threat to the health or safety of the individual or others which cannot be eliminated by reasonable accommodation. The following types of exams are to be provided under this Agreement:

1. The Haz-mat physical exam components include: hazardous physical exam, vision titimus, EKG (after age 40), audiogram, Chem 20, blood lead ZPP, two-view chest x-ray and pulmonary function test.
2. Annual firefighter physical exam (required over age 40) includes:

audiogram, physical exam, CBC, two-view chest x-ray, DIP/TET, EKG, grip strength, master chem., pulmonary function test, UA dipstick and vision titmus.

3. Annual police bomb re-certification physical exam includes: audiogram, physical exam, one-view chest x-ray, EKG, PPD (Mantoux), UA dipstick and vision titmus.
  4. Civilian physical pre-placement includes: audiogram, physical exam and DIP/TET.
  5. Police physical pre-placement includes: audiogram, blood lead, two-view chest x-ray, grip strength, DIP/TET, EKG, two-view lumbar spine x-ray, vision titmus and physical exam.
  6. Firefighter physical pre-placement includes: PPD (Mantoux), pulmonary function test, vision titmus, EKG, DIP/TET, audiogram and physical exam.
  7. The Executive physical exam includes: EKG, prostatic specific antigen, audiogram, PPD (Mantoux), cardiac risk assessment, thyroid stimulation hormone, CBC, pulmonary function test, Chem 20, HIV-EIA, occult blood and physical exam.
  8. Return-to-work exam – employees seen by clinic to verify clearance to return to work with or without restrictions.
- I. Physician Services – In order to support open communication among employees, medical service providers, department managers, the City's Third Party Administrator, the City's Director of Human Resources in matters which directly relate to the services the Physician provides to the City, the following services will be provided by the Contractor:
1. The Contractor shall provide independent job-related medical examinations of employees or applicants as directed by the City.
  2. ~~The Contractor shall provide legal depositions or testify at any administrative or court hearing, to include grievances, arbitrations, court trials, etc., related to any of the services provided by the Physician. These services are to be billed separately.~~
  3. The Contractor shall provide medical reports as requested to include the following:
    - a) Physician's first report of exam
    - b) Progress Report

- c) Discharge Report
- d) Consultant referral report
- e) Referred doctor's report
- f) Oral reports as requested by the City of Corpus Christi
- g) Work status Disposition report, including time in and time out, for each employee or applicant visit.

~~The City will make payment to a physician at the rate shown in the contract pricing schedule for legal testimony, for both the time spent actually testifying as well as the time spent waiting (at the location where the testimony is to be given) to be called to testify. The fee per hour is all inclusive of any and all travel costs associated with the provision of testimony.~~

### **3. Documents and Invoicing.**

- A. The Contractor shall complete all records as directed by the Director of Human Resources and be in compliance with applicable laws. Records will be retained by the Occupational Medical Services provider for a minimum of five years. All forms used must be approved by the Director of Human Resources. The Director of Human Resources reserves the right to modify any form.
- B. The Contractor shall provide storage for medical records in CONFIDENTIAL files in a locked cabinet or secured work area to ensure the security of the medical information. All medical information must be treated with the same confidentiality as required under HIPAA regulations.
- C. The Contractor shall provide monthly invoices for services rendered for each employee to be directed to the attention of the Director of Human Resources, said services to be clearly identified as to occupational related or non-occupational related. These services shall further be identified as pre-placement, return-to-work, non-occupational related, etc. To provide monthly invoicing which clearly and easily identifies dates of service, services provided, employees or prospective employees served, charges incurred and whether each service is occupational or non-occupational in nature. The Proposer shall not bill the City and the City shall not pay any late or administrative fees, penalties, charges or interest in conflict with law.
- D. The Contractor shall provide utilization reports (Management Reports) on a regular basis. An example of a utilization report might be a statistical report which reflects various demographic data pertaining to the services provided. Invoices shall reflect services rendered and a corresponding charge for billing and payment purposes.



## **SCOPE OF WORK ATTACHMENT I**

### **DOT SPECIMEN COLLECTION PROCEDURES FOR DRUG TESTING AND DOT ALCOHOL TESTING PROCEDURES**

All defined terms used in the Drug and Alcohol Testing Services Agreement apply to this Attachment I. Additional terms are defined herein. Each Collector and Breath Alcohol Technician ("BAT") is a Contractor/Service Provider's Agent.

Contractor/Service Provider must comply with the Federal, State and local laws regarding Alcohol or Drug Test Procedures whether or not cited within.

Contractor/Service Provider must provide a Specimen Collector (Collector) and Collection Facility (Facility) that complies with accessibility requirements of Title III of The Americans With Disabilities Act (ADA) that must be available, upon pager notification, 24-hours a day, 7 days a week, including weekends and holidays for alcohol and drug testing Donors with specimen collection to be performed by qualified Contractor/Service Provider's Agent at a designated Contractor/Service Provider's facility, City Facility or as otherwise specified to the Contractor/Service Provider in writing by the Director of Human Resources ("Director").

The Collector will follow this procedure for each individual specimen collected for DOT drug testing or alcohol testing performed for the City of Corpus Christi (City) using an Evidentiary Breath Testing Device (EBT). It is the intent of the City that the collection procedures for all drug and alcohol testing of Donors be consistent with and of the same level of precision required for the federally approved procedures for workplace drug and alcohol testing programs, 40.61 CFR 40, Procedures For Transportation Workplace Drug and Alcohol Testing Programs). If problems arise during a specific collection, the Collector may ask the Donor to wait while the City's Director is contacted for a decision on the situation. If Donor refuses to wait, City's Director must be notified immediately.

The Collector is responsible for maintaining the integrity of the specimen collection and transfer process and/or of the alcohol test and for carefully ensuring the modesty and privacy of each Donor. The Collector must avoid any conduct or remarks, which could be construed as accusatorial or otherwise offensive or inappropriate. Strict custody-and-control procedures for drug tests must be followed from pre-collection through shipment to the laboratory.

Each Collector shall have successfully completed training to carry out specimen collections for drug testing following DOT regulations as cited, or shall be a licensed medical professional, or licensed technician, who is provided instructions for collection which comply with DOT regulations under 49 CFR 40. The BAT shall be trained to proficiency in the operation of the EBTs being used for initial and

confirmation breath alcohol testing and in the alcohol testing procedures of 49 CFR 40.

Attachment I may be revised as required to meet revisions to 49 CFR 40, Procedures For Transportation Workplace Drug and Alcohol Testing Programs, and/or other revisions to DOT regulations, which apply to City applicants and employees. If revisions are made, the new Attachment I becomes effective upon the Human Resources Director filing it with the City Secretary and giving notice to the Collector.

**I. DRUG TESTING PROCEDURES:**

**A. REQUIREMENTS OF COLLECTION SITE FOR DRUG TESTING:**

1. The Facility must contain an enclosure within which private urination can occur, a toilet for completion of urination, a suitable clean surface for writing, and a source of water for washing hands. The Facility must allow for the Collector to wait outside the restroom door to monitor, not observe the collection.
2. The Collector actually monitoring the collection of a urine specimen must, in all cases, be of the same gender as the Donor providing the specimen. If using a public restroom, the Collector is to remain in the restroom, but outside the stall, until the specimen is collected and must be of the same sex as the Donor providing the specimen.
3. If the Facility cannot be dedicated solely to drug testing, the portion used for testing must be secured during drug testing by ensuring other persons are not present, ensuring that there is no undetected access through any other doors, and posting signs restricting access to authorized personnel during the entire collection process.
4. The Facility must be clean, well-lit and secured as defined herein.
5. The Facility must have all required materials, personnel, and supervision required to provide drug testing in compliance with Federal Drug Testing Custody and Control procedures and to have available one male and one female Collector for monitoring collections. Forms (particularly the Chain-of-Custody (CCF)) used for the collection process must comply with requirements of the Department of Transportation, 49 CFR 40, as they may be amended, for Donors tested under DOT regulations.

**B. FAILURE OF DONOR TO REPORT FOR DRUG TESTING AS SCHEDULED**

If the Donor does not report at the assigned time for drug testing, the Collector must contact the Director within thirty (30) minutes, if during a work day, 8a.m. – 6 p.m. on weekdays or at the beginning of the next work-day, if after hours, or on the weekend, to obtain guidance on the action to be taken.

**C. COLLECTION PROCEDURES**

PREPARATION OF THE COLLECTION SITE PRIOR TO THE PRESENCE OF THE DONOR MUST INCLUDE: ADDING BLUING AGENTS IN TOILET TANKS AND BOWLS SO THAT THE WATER REMAINS BLUE; TAPING OFF OTHER SOURCES OF WATER, OR IF THE COLLECTION IS TAKING PLACE IN A RESTROOM WITH ONE OR MORE STALLS, THE COLLECTOR (OF SAME SEX OF DONOR) WILL MONITOR TO ENSURE SUCH WATER SOURCE IS NOT USED FOR DILUTING THE SPECIMEN.

**D. SPECIMEN COLLECTION PROCEDURE**

THE CITY OF CORPUS CHRISTI HAS ELECTED TO USE A "SPLIT SAMPLE" METHOD OF COLLECTION FOR ALL DRUG TESTS CONDUCTED FOR COVERED DOT CITY EMPLOYEES. The use of the word "specimen" in this procedure is defined as split specimen unless otherwise designated.

The following procedure is to be followed in each split specimen collection:

1. Positively identify the Donor as the person selected for testing. Ask Donor for a photo I.D. which can be an identification badge with photo, Driver's License with photo, or if no photo identification is available, positive identification by a City official. If identification cannot be established, the Collector shall not proceed with the collection.
2. Explain the collection procedure to the Donor. The collection is to be done as a 5-panel DOT collection (covering marijuana, cocaine, opiates, amphetamines and phencyclidine) as authorized by DOT regulations and City Policy.
3. The Donor must NOT be required to provide a list of any prescription or over-the-counter drugs, but may do so for his/her own information as a "memory jogger" for his/her own use only.

4. The Donor will remove any unnecessary outer garments, such as coat, jacket, hat, etc. which could be used to tamper with or adulterate the Donor's specimen. The collector shall ensure that all personal belongings, such as purse or briefcase, remain with the removed outer garments. The Donor may retain his/her wallet. If the Donor requests, the Collector shall provide the Donor with a receipt for any personal belongings.
5. Donor is to wash his/her hands prior to urination in view of the Collector prior to the collection, and is to remain in the presence of the Collector without access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials, which could be used to adulterate the Specimen.
6. The Donor may provide his/her Specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The Collector shall provide the specimen container for this purpose which is suitable for the gender of the Donor.
7. The collection kit is to be opened in front of the Donor by the Collector. The Donor shall urinate into a collection container or a specimen bottle capable of holding at least 60 milliliters. If a collection container is used, the Collector, in the presence of the Donor, shall pour the urine into two specimen bottles. Thirty-(30) ml shall be poured into one bottle, to be used as the Primary Specimen. Fifteen-(15) ml shall be poured into the other bottle, to be used as the Split Specimen. If a single specimen bottle is used as a collection container, the Collector shall pour 30 milliliter of urine from the specimen bottle into a second specimen bottle to be used as the Primary Specimen and retain the remainder of at least 15 milliliters in the collection bottle to be used as the Split Specimen. Both bottles shall be shipped in a single shipping container, together with copies of the CCF, to the laboratory.
8. The Collector shall note any unusual behavior by the Donor or unusual appearance of the urine on the CCF, including but not limited to, e.g. color, odor, and temperature.
9. Upon collecting the Specimen, the Collector will determine if the container contains at least 45 milliliters of urine. If the Donor is unable to provide 45 milliliters of urine, the Collector shall direct the Donor to drink fluids and, after a reasonable period of time, attempt to provide a Specimen using a fresh specimen bottle and collection kit. The original specimen is to be discarded.

If the Donor is still unable to give a 45-milliliter Specimen, the following rules will apply:

10. In the case of post-accident or reasonable cause drug testing (as defined by DOT regulations), the Donor shall remain at the Facility and continue to consume reasonable quantities of fluids until the Specimen has been provided, or until the expiration of a period of up to 8 hours from the beginning of the collection procedure.
11. In the case of a pre-employment test or random test, or other test which is not for cause, (as defined by DOT regulations and City Policy), the City's Director shall be notified when the Donor is unable to provide 45 milliliters of urine after several hours, and the Director shall elect either to follow item j. above or to discontinue the collection and conduct a subsequent collection at a later time.
12. If the Donor cannot provide a complete Specimen within the 8-hour period or at the subsequent collection, as applicable, then the Contractor/Service Provider's MRO shall refer the Donor for a medical evaluation to develop pertinent information concerning whether the Donor's inability to provide a Specimen is genuine or constitutes a refusal to provide a Specimen. The MRO shall report his/her conclusions in writing to the Director.
13. After the Specimen has been provided and submitted to the Collector, the Donor will be allowed to wash his/her hands. At this point, the tape may be removed from sink faucets and the commode may be flushed. With the Specimen in the presence of both the Donor and Collector, they may then proceed to another appropriate area to continue this procedure.
14. Immediately after the Specimen has been provided and submitted to the Collector, and in the presence of the Donor, the Collector shall measure the temperature of the Specimen within a maximum time of 4 minutes from the time of urination, and inspect the Specimen to determine if its color and look indicates any signs of contaminants. Any unusual findings must be noted on the CCF.

A specimen temperature outside the range of 32.5-37.7 degrees Centigrade, or 90.5-99.8 degree Fahrenheit, constitutes a reason to believe that the Donor has altered or substituted the specimen. In such cases, the Donor supplying the Specimen may volunteer to have his or her oral temperature taken to provide evidence to counter the suspicion of Donor alteration or substitution of the Specimen.

**All specimens suspected of being adulterated at the time of collection must be forwarded to the laboratory for testing.**

15. Whenever there is reason to believe that a particular Donor has altered or substituted the Specimen, then the collector shall proceed as required under Section E, "Direct Observation".
16. Both the Donor and the Collector shall keep the Specimen in view at all times prior to the Specimen being sealed with a tamper proof seal and labeled. Both parties are to remain in the presence of the Specimen while the Collector places an identification label which contains the date, the Donor's Specimen number, and any other identifying information provided.
17. In the presence of both parties, the Donor shall initial the identification label on the Specimen bottle for the purpose of certifying that it is the Specimen collected from him/her.
18. The Collector shall enter on the chain-of-custody form all information identifying the Specimen. The Collector shall sign the CCF certifying that the collection was accomplished according to all applicable Federal requirements.
19. The Donor will be asked to read and sign a statement on the drug CCF Specimen that he/she will be provided.
20. The Donor must sign the CCF, which authorizes the collection of the Specimen, analysis of the Specimen for designated controlled substances, and release of the results to the Director.
21. The Collector shall complete the custody-and-control portion of the CCF to indicate receipt of the Specimen from the Donor and shall certify proper completion of the collection. The Donor may now leave.
22. The urine Specimen and CCF are now ready for shipment. If the Specimen is not immediately prepared for shipment, the Collector shall ensure that it is appropriately safeguarded during temporary storage.
23. While any part of the custody-and-control procedures are being performed, it is essential that the urine Specimen and custody documents be under the control of the involved Collector. If the involved Collector leaves his/her workstation momentarily, he/she

shall take the Specimen and CCF with him/her, or shall secure them. After the Collector returns to the workstation, the custody process will continue. If the Collector is leaving for an extended period of time, he/she will package the specimen for mailing before leaving the Facility.

24. The Collector shall not leave the Facility in the interval between presentation of the Specimen by the Donor and securing the Specimen. The Specimen is secured by placing an identifying label on it, which contains the Donor's Specimen identification number (as shown on the Chain-Of-Custody Form) , attaching the tamper-proof seal, and obtaining the Donor's initials on the seal. If it becomes necessary for the Collector to leave the Facility during this interval, the collection shall be nullified and, upon direction of the Director, a new collection begun.

#### **E. DIRECT OBSERVATION**

Specimen collected, which is suspected of adulteration, must be forwarded to the laboratory for testing with the Collector documenting on the CCF his/her observations.

The Director for covered DOT donors may authorize direct observation of a second specimen collection by a Collector of the same gender when the following conditions exist:

1. When the temperature (which must be taken within a maximum of 4 minutes) falls outside a temperature range of 90.5 – 99.8 degrees Fahrenheit, or 32.5-37.7 degrees Centigrade.
2. If the specimen has a specific gravity of less than 1.003 and a creatinine concentration of less than 20 mg/dl and the specific gravity is less than or equal to 1.001 or greater than or equal to 1.020.
3. If the Collector suspects that the specimen has been tampered with in any way, another specimen must be obtained before the Donor is allowed to leave. The Director must be informed within thirty-(30) minutes of the refusal if during normal workday, or at the beginning of the next work day if after hours, during a weekend or holiday, if the Donor refuses to give another specimen.

#### **F. TRANSPORTATION TO LABORATORY**

The Collector shall arrange to ship the Split Specimen to a laboratory certified by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) and accredited by the College of American Pathologists -Forensic Drug Testing program. The Split

Specimen must be placed in a shipping container designed to minimize the possibility of damage during shipment and the Split Specimen copy of the CCF. The shipping container must be securely sealed to eliminate the possibility of undetected tampering during transportation. On the tape sealing the shipping container, the Collector shall ensure that the CCF is attached or enclosed in each container sealed for shipment to the testing laboratory.

**G. FAILURE OF DONOR TO COOPERATE**

If the Donor refuses to cooperate with the collection process, the Collector shall inform the Director within thirty (30) minutes if a work day or at the beginning of the next day if after hours and shall document the non-cooperative behaviors on the CCF.

**H. DONORS REQUIRING MEDICAL ATTENTION**

If the Specimen is being collected from a Donor in need of medical attention (e.g. as part of a post-accident test given in a clinic or emergency medical facility), necessary medical attention must NOT be delayed in order to collect a Specimen.

**I. USE OF CHAIN-OF-CUSTODY FORMS (CCF)**

A CCF must be used for maintaining control and accountability of each Specimen from the point of collection to final disposition of the Specimen. The date and purpose must be documented on the CCF each time a Specimen is handled or transferred and every person in the chain must be identified in writing on the CCF. Every effort must be made to minimize the number of persons handling Specimens.

**J. RECORDS MAINTENANCE AND DISCLOSURE OF RECORDS**

The following information must be collected and provided to the City Part 199 and another for those tested under Part 382. These reports must contain the following information: the number of Donors who refused to submit to a controlled substances test; the number of DOT urine specimens collected by type of test (e.g. pre-employment, random, reasonable suspicion, post-accident); and the number of Donors with positive test results, with the positive test results further broken out to indicate positives by type of test and type of drug.

One copy of each collection form completed for DOT drug testing must be forwarded to the Director within one workday.



## **K. RECORD MAINTENANCE**

Records related to services provided under this Agreement must be maintained for five (5) years after termination or expiration of this Agreement.

## **II. DOT-MANDATED ALCOHOL TESTING**

### **A. DEVICES TO BE USED FOR BREATH ALCOHOL TESTS:**

For breath alcohol screening and confirmation tests, Collector shall use Evidentiary Breath Testing Devices (EBTs) which meet the requirements of 49 CFR 40, as follows:

EBTs must (1) have the capability of providing, independently, or by direct link to a separate printer, a printed result in triplicate (or three consecutive identical copies) of each breath test; (2) be capable of assigning a unique and sequential number to each completed test, printing that number on each copy of the test results, and the number being available for viewing by the Breath Alcohol Technician (BAT) and the Donor prior to the test being conducted; (3) be capable of printing out, on each copy of the result, the manufacturer's name for the device, the device serial number and the date and time of the test; (4) be able to distinguish alcohol from acetone at the 0.02 alcohol concentration level; (5) be capable of testing an air blank prior to the collection of breath and performing an external calibration check; (6) be listed on the NHTSA's "Conforming Products List of Calibrating Units for Breath Alcohol Tests."

### **B. QUALITY ASSURANCE PLANS FOR EBTs**

EBTs used in either screening or confirmation alcohol testing must have a Quality Assurance Plan (QAP) developed by the manufacturer and maintained by the Collector which meets the requirements of 49 CFR 40 and which provides for the following:

1. The QAP must designate the method or methods to be used in performing external calibration checks of the device.
2. The QAP must specify the minimum intervals for performing external calibration checks of the device. Intervals must be specified for different frequencies of use, environmental conditions, such as temperature, altitude, humidity, and contexts of operation. In addition, the City requires that Collector must immediately perform an official calibration check following each confirmed positive alcohol test by a Donor.

3. The QAP must specify the tolerances on an external calibration check within which the EBT is regarded to be in proper calibration.
4. The QAP must specify inspection, maintenance, and calibration requirements and intervals for the device.
5. The QAP must have been submitted to NHTSA for review and have received NHTSA approval of the Plan.

The Collector must comply with the NHTSA approved QAP for each EBT it uses for Alcohol screening or confirmation testing subject to this Agreement. The Collector must ensure that external calibration checks of each EBT are performed as provided in the QAP and upon obtaining a confirmed positive test result on a City Donor. The Collector must take an EBT out of service if any external calibration check results in a reading outside the tolerances for the EBT set forth in the QAP and shall not use the EBT for alcohol testing under this Agreement until it has been serviced and has had an external calibration check resulting in a reading within the tolerances for the EBT. The Collector must ensure that inspection, maintenance, and calibration of each EBT are performed by the manufacturer or a maintenance representative certified by the device's manufacturer or a state health agency or other appropriate state agency. The Collector shall ensure that each BAT, or other individual who performs an external calibration check of an EBT used for alcohol testing subject to this Agreement, has demonstrated proficiency in conducting such a check of the model EBT checked. The Collector shall maintain records of the external calibration checks of EBTs as provided in 49 CFR 40 and of calibration checks required by the City upon a confirmed positive test result on a Donor. The Collector, when not using the EBT at an alcohol testing facility, shall store the EBT in a secure location.

#### **C. THE BREATH ALCOHOL TESTING FORM REQUIREMENTS**

The Collector shall use the Alcohol Testing Form provided in the DOT Regulations, 49 CFR 40, or may use a form directly generated by an EBT which includes all aspects of the form except that the EBT form may omit the space for affixing a separate printed result to the form.

#### **D. QUALIFICATIONS OF THE BREATH ALCOHOL TECHNICIAN**

The Breath Alcohol Technician (BAT) must be trained to proficiency in the operation of the EBT to be used and in the alcohol testing procedures of 49 CFR 40. Proficiency must be demonstrated by successful completion of a course of instruction which, at a minimum, provides training in the principles of EBT methodology, operation, and calibration checks; the fundamentals of calibration checks; the

fundamentals of breath analysis for alcohol content; and the procedures required in 49 CFR 40 for obtaining a breath sample and interpreting and recording EBT results. Any BAT who performs external calibration checks of an EBT must be trained to proficiency in conducting the check on the particular model of EBT the Collector uses, which includes practical experience and demonstrated competence in preparing the breath alcohol simulator or alcohol standard, and in maintenance and calibration of that EBT. The Collector will document the qualifications of each BAT it uses to test Donors and maintain the documentation as provided in 49 CFR 40.

**E. LOCATION FOR BREATH ALCOHOL TESTING**

Alcohol testing must be conducted in a location which affords visual and aural privacy to the Donor being tested so that unauthorized persons cannot see or hear test results. All necessary equipment, personnel, and materials for breath testing must be provided at the location where testing is conducted.

The BAT shall supervise only one Donor's use of the EBT at a time and shall not leave the testing location while the testing procedure for a given Donor is in progress.

**F. PREPARATION FOR BREATH ALCOHOL TESTING**

The Donor to be tested will be required to provide positive identification through the use of a photo I.D. card or by identification by a City representative. The BAT shall provide positive identification to the Donor and shall explain the testing procedure to the Donor.

**G. PROCEDURE FOR SCREENING TESTS**

The BAT must complete Step 1 on the Alcohol Testing Form and the Donor must complete Step 2 on the form and sign the certification. Refusal of the Donor to sign the certification in Step 2 will be regarded as a refusal to take the test.

An individually sealed mouthpiece must be opened in view of the Donor and BAT and attached to the EBT in accordance with the manufacturer's instructions. The BAT shall instruct the Donor to blow forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained. The BAT will show the Donor the result of the screening test. In a case in which the result of the screening test is a breath alcohol concentration of less than 0.02, the BAT shall date the form and sign the certification in

Step 3 of the form and the Donor shall date the certification and sign it in Step 4 of the form. If the Donor does not sign the certification in Step 4 of the form, it will not be considered a refusal to be tested. In this event, the BAT shall note the Donor's failure to sign or initial in the "Remarks" section of the form.

If a test result printed by the EBT does not match the displayed result, the BAT shall note the discrepancy in the remark section and both the Donor and the BAT shall initial or sign the notation. In accordance with 49 CFR 40, the test is invalid and the Donor and the Director shall be so advised. No further testing is authorized. The BAT shall transmit the result of less than 0.02 to the Director in a confidential manner, which is approved by the Director.

If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test shall be performed as provided in 49 CFR 40. The BAT who conducted the screening test shall complete and sign the form and provide the Donor with Copy 2 of the form.

#### **H. CONFIRMATION TESTS**

If a BAT other than the one who conducted the screening test is conducting the confirmation test, the new BAT shall follow 49 CFR 40, Procedures for Confirmation Tests, and will initiate a new Alcohol Testing Form for the confirmation test. Refusal by the Donor to sign this certification in Step 2 will be regarded as a refusal to take the test. An individually sealed mouthpiece must be opened in view of the Donor and the BAT and attached to the EBT in accordance with the manufacturer's instructions.

The BAT shall instruct the Donor to blow forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained. Before the confirmation test is administered, the BAT shall ensure that the EBT registers 0.00 on an air blank. If the reading is greater than 0.00, the BAT shall conduct one more air blank. If that reading is greater than 0.00, testing shall not proceed using that EBT, but the test may proceed using another EBT. Any EBT taken out of service because of failure to perform an air blank accurately must not be used for testing until a check of external calibration is conducted and the EBT is found to be within tolerance limits.

The BAT shall instruct the Donor not to eat, drink, and put any object or substance in his/her mouth and, to the extent possible, not belch during a waiting period before the confirmation test. **The waiting period**

**begins with the completion of the initial screening test, and must not be less than 15 minutes or more than 30 minutes after the completion of the initial screening test.**

**In the event the confirmation test results and the screening test results are not the same, the confirmation test result is deemed by DOT rules to be the final result upon which any personnel action is taken.**

The BAT shall show the Donor the result displayed on the EBT and the test result printed on the Form. Following the completion of the test, the BAT shall date the form and sign the certification in Step 3 of the Form, and the Donor shall sign the certification and fill in Step 4 of the Form. If the Donor does not sign the certification in Step 4 of the form, it shall not be considered a refusal to be tested because the Donor signed Step 2. In this event, the BAT shall then note the Donor's failure to sign or initial in the "Remarks" section of the form.

If the confirmation test result printed does not match the display on the EBT, the BAT shall note the discrepancy in the remark section, the BAT and Donor shall initial or sign the notation. In accordance with 49 CFR 40, the test is invalid and the Director and Donor shall be advised within 30 minutes of the completion of the test, if during a workday or, at the beginning of the next workday, if after hours.

The BAT shall transmit all results to the Director in a confidential manner in writing, in person, by telephone or electronic means, but the BAT shall ensure immediate transmission to the Director all alcohol test results that require the City to prevent the Donor from performing a safety-sensitive function. Regardless of how the results are transmitted, the Director shall receive a copy of Forms documenting the results of the tests.

#### **I. REFUSALS TO TEST AND UNCOMPLETED TESTS**

Any refusal by a Donor to complete and sign the Breath Alcohol Testing Form (Step 2), to provide breath, to provide an adequate amount of breath, or otherwise to fail to cooperate with the testing process which prevents the completion of the test, must be documented by the BAT in the remarks section of the form and the Director shall be notified immediately. If a screening or confirmation test cannot be completed, or if an event occurs that would invalidate the test, the BAT shall, begin a new screening or confirmation test, as applicable, using a new breath alcohol testing form with a new sequential test number.

**J. EMPLOYEES INABILITY TO PROVIDE AN ADEQUATE AMOUNT OF BREATH**

Whenever a Donor is unable, or alleges that he/she is unable, to provide an amount of breath sufficient to permit a valid breath test because of a medical condition, the following procedure must be used:

1. The BAT shall instruct the Donor to attempt to provide an adequate amount of breath. If the Donor refuses to try, the BAT shall immediately inform the Director;
2. If the Donor attempts and fails to provide an adequate amount of breath, the BAT shall note it in the remarks section of the alcohol testing form and immediately inform the Director;
3. Within 5 days of being informed, the Director shall direct the Donor to obtain an evaluation from the City-designated Physician concerning the Donor's medical ability to provide an adequate amount of breath. If the City's designated Physician finds, with a high degree of probability, that the Donor has a medical condition which could have precluded the Donor from providing an adequate amount of breath, the Donor's failure to provide an adequate amount of breath will not be deemed a refusal to take a test. The City's designated physician shall provide the Director with a written statement of his/her conclusions. The City's designated physician must not include in the signed statement any detailed information of the employee's medical condition other than what is necessary to explain his/her conclusion. If the City's designated Physician cannot make such a determination, the Donor's failure to provide an adequate amount of breath will be regarded as a refusal to take a test and the City's designated Physician will provide the Director with a written statement of the basis for his/her conclusion. Upon receipt of the physician's statement, the Human Resources Director will notify the employee and take appropriate action under the City Policies.

**K. INVALID TESTS**

The City of Corpus Christi requires calibration checks immediately after and on the same date that a result of 0.02 or above is obtained on the EBT.

A breath alcohol test is invalid under the following circumstances:

1. The external calibration check of an EBT prior to testing Donor produces a result that differs by more than the tolerance stated in the Quality

Assurance Plan (QAP) from the known value of the test standard. In this event, every Donor's test result of 0.02 or above obtained on the EBT since the last valid external calibration check is invalid.

2. The BAT does not observe the minimum 15-minute waiting period between the initial screening and the confirmation test, as required by DOT regulations.
3. The BAT does not perform an air blank of the EBT before a confirmation test, or an air blank does not result in a reading of 0.00 prior to or after the administration of the test, as provided in the DOT regulations.
4. The BAT does not sign the form as required by DOT regulations.
5. The BAT has failed to note in the remarks section of the form that the Donor has failed, or refused to sign the form following the recording, or printing on, or Attachment to the form of the test result.
6. An EBT fails to print a confirmation test result.
7. On a confirmation test and, where applicable, on a screening test, the sequential test number or alcohol concentration displayed on the EBT is not the same as the sequential test number or alcohol concentration on the printed result.

**L. AVAILABILITY AND DISCLOSURE OF ALCOHOL TESTING INFORMATION ABOUT INDIVIDUAL EMPLOYEES**

A Donor subject to alcohol testing is entitled, upon written request, to obtain copies of any records pertaining to the Donor's use of alcohol, including any records pertaining to his/her alcohol tests. The Director shall promptly provide the requested records and shall not make such records subject to payment.

The Director shall make records available to a subsequent employer of the Donor upon receipt of Donor's written request. Disclosure by the subsequent employer is permitted only as expressly authorized by the terms of the Donor's written request.

The Director may disclose information required to be maintained under DOT alcohol testing regulations pertaining to a Donor or to the decision-maker in a lawsuit, grievance, or other proceeding initiated by, or on behalf of, the Donor and arising from the results of an alcohol test administered under the requirements of DOT regulations. This includes, but is not limited to, worker's

compensation, unemployment compensation, or other proceeding relating to a benefit sought by the Donor.

The Director shall release information regarding a Donor's records as directed by the specific, written consent of the Donor authorizing release of the information to an identified person. Release of such information is permitted only in accordance with the terms of the Donor's consent.

**M. RECORDS RETENTION, MAINTENANCE AND DISCLOSURE OF RECORDS CONCERNING EBTs AND BATs**

The City and the Collector, as its agent, shall maintain the following records for five (5) years after termination or expiration of this Agreement:

1. Records of the inspection and maintenance of each EBT used in Donor testing;
2. Documentation of the Collector's compliance with the QAP for each EBT it uses for alcohol testing under DOT regulations;
3. Records of the training and proficiency testing of each BAT used in Donor testing

The City and the Collector, as its agent, shall maintain records which pertain to the calibration of each EBT used in alcohol testing under DOT regulations, including records of the results of external calibration checks for five (5) years after termination or expiration of this Agreement.

Records required to be maintained must be disclosed as indicated elsewhere in this procedure.

Statistical data, of alcohol testing must be separately reported annually on the results of alcohol testing which met the requirements of all other applicable parts of Title 49 of the Code of Federal Regulation, which includes but is not limited to the following informational elements:

1. Number of DOT screening alcohol tests by type of test broken out separately by drivers and other DOT employees;
2. Number of confirmation alcohol tests indicating an alcohol concentration of 0.02 or greater but less than 0.04 by type of test broken out separately by Drivers and other DOT employees;



3. Number of confirmation alcohol tests indicating an alcohol concentration of 0.04 or greater by type of test broken out separately by Drivers and other DOT employees;
4. Number of Donors who refused to submit to a DOT alcohol test broken out separately by Drivers and other DOT employees.

**One copy of each collection form completed for DOT alcohol and drug testing must be forwarded to the Director within one workday of the day tested.**

**SCOPE OF WORK ATTACHMENT II  
CITY-WIDE  
NON-DOT SPECIMEN COLLECTION PROCEDURES  
FOR CITY-WIDE DRUG TESTING**

All defined terms used in the Drug and Alcohol Testing services Agreement apply to this Attachment II. Additional terms are defined herein. Each Collector and BAT is the Contractor/Service Provider's Agent.

Contractor/Service Provider must provide a specimen collector (Collector) and collection facility (Facility) that complies with accessibility requirements of Title III of The Americans With Disabilities Act (ADA) that must be available, upon pager notification, 24-hours a day, 7 days a week including weekends and holidays for drug and alcohol testing of Donors with specimen collection to be performed by qualified Contractor/Service Provider's Agent at a designated City Facility, or Contractor/Service Provider's Facility, or as otherwise specified to the Collector in writing by the Director.

The Collector will follow this procedure for each individual specimen collection for non-DOT drug testing performed for the City of Corpus Christi (City). It is the intent of the City that the collection procedures for all drug testing of Donors be consistent with and of the same level of precision required for the federally approved procedures for workplace drug testing programs as embodied by, Section 49 CFR 40, except that a SAP10 (Substance Abuse Panel) split specimen will be used and breath alcohol tests may be performed upon request. If problems arise during a specific collection, Collector must ask the Donor to wait while the City's Director is contacted for a decision.

The Collector is responsible for maintaining the integrity of specimen collection and transfer process and for carefully ensuring the modesty and privacy of each Donor. The Collector must avoid any conduct or remarks, which could be construed as accusatorial or otherwise offensive or inappropriate. Strict Custody and Control procedures must be followed from pre-collection through shipment to the laboratory.

Each Collector shall have successfully completed training to carry out this function, or shall be a licensed medical professional or licensed technician, who is provided instructions for collection in compliance with this procedure which is patterned after the federal DOT program.

Attachment II may be revised as required to incorporate revisions to City Policies, which impact this procedure.

**A. REQUIREMENTS OF COLLECTION FACILITY**

1. The Facility must contain an enclosure within which private urination can occur, a toilet for completion of urination, a suitable clean surface for writing, and a source of water for washing hands. The Facility must allow for the Collector to wait outside the restroom door to monitor, not observe the collection.
2. The Collector actually monitoring the collection of a urine specimen must, in all cases, be of the same gender as the Donor providing the specimen. If using a public restroom, the Collector is to remain in the restroom, but outside the stall, until the specimen is collected and must be of the same sex as the Donor providing the specimen.
3. If the Facility cannot be dedicated solely to drug testing, the portion used for testing must be secured during drug testing by ensuring other persons are not present, ensuring that there is no undetected access through any other doors, and posting signs restricting access to authorized personnel during the entire collection process.
4. The Facility must be clean, well-lit and secured as defined in this procedure.
5. The Facility must have all required materials, personnel and supervision required to provide valid Custody and Control procedures and to have available one male and one female Collector for monitoring collections. Forms used for the collection process must be comparable with Custody and Control requirements of the Department of Transportation as embodied in 49 CFR 40, as they may be amended, for Donors tested under DOT regulations for a 5 Panel.

**B. DIRECT OBSERVATION:**

All specimens collected which are suspected of adulteration, must be forwarded to the laboratory for testing with the Collector documenting his/her observations on the Chain-of-Custody Form (CCF).

Direct observation of a second specimen collection by a Collector of the same gender may be authorized by the Director for covered Non-DOT Donors when the following conditions exist:

1. When the temperature (which must be taken within a maximum of 4-minutes) falls outside a temperature range of 90.5- 99.8 degrees Fahrenheit, or 32.5-37.7 degrees Centigrade.

2. If the Specimen has a specific gravity of less than 1.003 and a creatinine concentration below .2g/L.
3. If the Collector suspects that the specimen has been tampered with in any way, another specimen must be obtained before the Donor is allowed to leave. The Director must be informed within thirty (30) minutes of the refusal if during the normal workday, or at the beginning of the next work day if after hours, during weekends or holidays if the donor refuses to give another specimen.
4. If the Donor is providing a specimen based on a previous positive drug screen done under City Policy and is now submitting a specimen for follow-up or return-to-work testing.

**C. FAILURE OF DONOR TO REPORT FOR DRUG TESTING AS SCHEDULED**

If the Donor does not report at the assigned time for drug testing, the Collector will contact the Director within 30 minutes if during a workday or at the beginning of the next workday if after hours to obtain guidance on the action to be taken.

**D. COLLECTION PROCEDURES**

PREPARATION OF THE COLLECTION FACILITY PRIOR TO THE PRESENCE OF THE DONOR MUST INCLUDE: ADDING BLUING AGENTS IN TOILET TANKS AND BOWLS SO THAT THE WATER REMAINS BLUE; TAPING OFF OTHER SOURCES OF WATER, OR IF THE COLLECTION IS TAKING PLACE IN A RESTROOM WITH ONE OR MORE STALLS, THE COLLECTOR (OF SAME SEX OF DONOR) WILL MONITOR TO ENSURE SUCH WATER SOURCE IS NOT USED FOR DILUTING THE SPECIMEN.

**E. SPECIMEN COLLECTION PROCEDURE**

THE CITY OF CORPUS CHRISTI HAS ELECTED TO USE A "SPLIT SAMPLE" METHOD OF COLLECTION FOR ALL DRUG TESTS CONDUCTED FOR COVERED NON-DOT CITY EMPLOYEES. The use of the word specimen in this procedure is defined as split specimen unless otherwise designated. The following procedure is to be followed in each split specimen collection:

1. Positively identify the Donor as the person selected for testing. Ask Donor for a photo I.D. which can be an identification badge with photo, Driver's License with photo, or if no photo identification is available, positive identification by a City official. If identification cannot be established, the Collector shall not proceed with the collection.

2. Explain the collection procedure to the Donor. Confirm that the drug test is to be a substance Abuse 10 Panel (SAP 10) test (as defined in Attachment V), and check on the CCF for the type of test, e.g. pre-employment, random, etc. as authorized by City Policy.
3. The Donor must NOT be required to provide a list of any prescription or over-the-counter drugs, but may do so for his/her own information as a "memory jogger" for his/her own use only.
4. The Donor must remove any unnecessary outer garments, such as a coat, jacket, hat, etc. which could be used to tamper with or adulterate the Donor's urine specimen. The Collector shall ensure that all personal belongings, such as a purse or briefcase, remain with the outer garments. The Donor may retain his/her wallet. If the Donor requests it, the Collector shall provide the Donor with a receipt for any personal belongings.
5. The Donor is to wash hands prior to urination in view of Collector prior to the collection, and is to remain in the presence of the Collector without access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials, which could be used to adulterate the Specimen.
6. The Donor may provide his/her Specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The Collector shall provide the collection container for this purpose which is suitable for the gender of the Donor.
7. The Specimen collection kit is to be opened in front of the Donor by the Collector. The Donor shall urinate into a collection container or a specimen bottle capable of holding at least 60 milliliters. If a collection container is used, the Collector in the presence of the Donor, shall pour the urine into two specimen bottles. Thirty-(30) ml shall be poured into one bottle, to be used as the Primary Specimen. At least 15 milliliters shall be poured into the other bottle, to be used as the Split Specimen. If a single specimen bottle is used as a collection container, the Collector shall pour 30 milliliter of urine from the specimen bottle into a second specimen bottle to be used as the Primary Specimen and retain the remainder of at least 15 milliliters in the collection bottle to be used as the Split Specimen. Both bottles shall be shipped in a single shipping container, together with copies 1, 2 and the split specimen copy of the CCF, to the laboratory.
8. The Collector shall note any unusual behavior by the Donor or unusual appearance of the urine on the CCF, e.g. color, odor, and temperature.
9. Upon collecting the Specimen, the Collector will determine if the container contains at least 60 milliliters of urine, the Collector shall direct the Donor to drink fluids and after a reasonable period of time, attempt to provide a

Specimen using a fresh specimen bottle and collection kit. The original collection Specimen is to be discarded. If the Donor is still unable to give a 45-milliliter Specimen, the following rules apply:

- In the case of a post-accident or reasonable cause (as defined by DOT regulations) or post-accident or reasonable suspicion (as defined by applicable City policies), the Donor shall remain at the Facility and continue to consume reasonable quantities of fluids until the Specimen has been provided, or until the expiration of a period of up to 8 hours from the beginning of the collection procedure.
  - In the case of pre-employment test, random test, periodic test or other test not for cause as defined by City Policy, the City's Director shall be notified when the Donor is unable to provide 45 milliliters of urine after several hours, and the Director shall elect either to follow item (1) above or to discontinue the collection and conduct a subsequent collection at a later time.
  - If the Donor cannot provide a complete Specimen within the up-to-8-hour period or at the subsequent collection, as applicable, then the Contractor/Service Provider's MRO shall refer the Donor for a medical evaluation to develop pertinent information concerning whether the Donor's inability to provide a Specimen is genuine or constitutes a refusal to provide a Specimen. The MRO shall report his/her conclusions to the Human Resources Director.
10. After the specimen has been approved and submitted to the Collector, and in the presence of the Donor, the Collector shall measure the temperature of the Specimen within a maximum time of 4 minutes from the time of urination, and inspect the Specimen to determine if its color and look indicates any signs of contaminants. Any unusual findings must be noted on the CCF.

A specimen temperature outside the range of 32.5-37.7 degrees Centigrade or 90.5-99.8 degrees Fahrenheit constitutes a reason to believe that the Donor has altered or substituted the Specimen. In such cases, the Donor supplying the Specimen may volunteer to have his or her oral temperature taken to provide evidence to counter the reason to believe the Donor may have altered or substituted the Specimen.

All specimens suspected of being adulterated must be forwarded to the laboratory for testing.

11. Immediately after the Specimen has been provided and submitted to the Collector, and in the presence of the Donor, the Collector shall measure the temperature of the Specimen within a maximum time of 4 minutes from

the time of urination, and inspect the Specimen to determine if its color and look indicates any signs of contaminants. Any unusual findings must be noted on the CCF.

12. Whenever there is reason to believe that a particular Donor has altered or substituted the Specimen, proceed as required in Section B, entitled "Direct Observation".
13. Both the Donor and the Collector shall keep in view at all times prior to the Specimen being sealed with a tamper proof seal and labeled. Both parties are to remain in the presence of the Specimen while the Collector places an identification label which contains the date, the Donor's Specimen number and any other identifying information provided.
14. In the presence of both parties, the Donor shall initial the identification label on the Specimen bottle for the purpose of certifying that it is the Specimen collected from him/her.
15. The Collector shall enter on the CCF all information identifying the Specimen. The Collector shall sign the CCF certifying that the collection was accomplished according to the applicable City requirements.
16. The Donor tested will be asked to read and sign a statement on the Chain-of-Custody form certifying that the Specimen identified as having been collected from him/her is in fact the Specimen he/she provided.
17. The Donor tested will be asked to sign the Chain-of-Custody Form, which authorizes the collection of the Specimen, analysis of the Specimen for designated controlled substances, and release of the results to the Director.
18. The Collector shall complete the custody-and-control portion of the CCF to indicate receipt of the Specimen from the Donor and shall certify proper completion of the collection. The Donor may now leave.
19. The urine Specimen and Chain-of-Custody Form are now ready for shipment. If the Specimen is not immediately prepared for shipment, the Collector shall ensure that it is appropriately safeguarded during temporary storage.
20. When any part of the chain-of-custody procedures are being performed, it is essential that the CCF be under the control of the involved Collector. If the involved Collector leaves his/her workstation momentarily, the Collector shall take the Specimen and Chain-of-Custody Form with him/her, or shall secure them. After the Collector returns to the workstation, the custody process will continue. If the Collector is leaving for an

extended period of time, he/she will package the Specimen for mailing before leaving the Facility.

21. The Collector shall not leave the Facility in the interval between presentation of the Specimen by the Donor and securing the Specimen. The Specimen is secured by placing an identifying label on it, which contains the Donor's Specimen identification number (as shown on the CCF), attaching the tamper-proof seal, and obtaining the Donor's initials on the seal. If it becomes necessary for the Collector to leave the Facility during this interval, the collection shall be nullified and, upon direction of the Director, a new collection begun.

**F. TRANSPORTATION TO LABORATORY**

The Collector shall arrange to ship the Split Specimen to the drug-testing laboratory. The Split Specimen must be placed in a shipping container designed to minimize the possibility of damage during shipment together with copies 1 and 2 of the Custody and Control of the CCF. The shipping container must be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the shipping container, the Collector shall ensure that the custody-and-control documentation is attached or enclosed in each container sealed for shipment to the drug-testing laboratory.

**G. FAILURE OF DONOR TO COOPERATE**

If the Donor refuses to cooperate with the collection process, the Collector shall so inform the Director within 30 minutes of a workday or at the beginning of the next work day if after hours and shall document the non-cooperative behaviors on the CCF.

**H. DONORS REQUIRING MEDICAL ATTENTION**

If the Specimen is being collected from a Donor in need of medical attention (e.g. as part of a post-accident test given in a clinic or emergency medical facility), necessary medical attention must NOT be delayed in order to collect a Specimen.

**I. USE OF CHAIN-OF-CUSTODY FORMS**

A CCF must be used for maintaining control and accountability of each Specimen from the point of collection to final disposition of the Specimen. The date and purpose must be documented on the CCF each time a Specimen is handled or transferred and every person in the chain must be identified in writing on the CCF. Every effort must be made to minimize the number of persons handling Specimens.



**J. ALCOHOL TESTING OF NON-DOT EMPLOYEES**

As directed by the Director, alcohol testing using evidentiary testing devices (EBTs) may be required for non-DOT applicants and employees and, if used, will follow comparable alcohol testing guidelines required for DOT covered applicants and employees except that a non-DOT EBT testing procedure, separate non-DOT requirements for statistical reporting, and a non-DOT Breath Alcohol Testing Form will be required.

**K. RECORD MAINTENANCE**

Records related to services provided under the Agreement must be maintained for five (5) years after termination or expiration of this Agreement.

**SCOPE OF WORK ATTACHMENT III**  
**Fire Department**  
**COLLECTION PROCEDURES FOR DRUG AND ALCOHOL TESTING**

All defined terms used in the Drug and Alcohol Testing Services Agreement apply to this Attachment. Additional terms are defined herein. Each Collector is the Contractor/Service Provider's Agent.

Contractor/Service Provider must provide a Specimen Collector (Collector) and Collection Facility (Facility) which complies with accessibility requirements of Title III of The Americans with Disabilities Act (ADA) that must be available, upon pager notification, 24-hours a day, 7 days a week including weekends and holidays for drug and alcohol testing of Fire Department employees and applicants (collectively Donors) with specimen collection to be performed by qualified Contractor/Service Provider's Agent at designated City Facility(ies) or as otherwise specified to the Contractor/Service Provider in writing by the Fire Chief.

The Collector will follow this procedure for each individual specimen collection for non-DOT drug testing performed for the Fire Department (Department). It is the intent of the Department that the collection procedure for all drug testing of Donors be consistent with and of the same level of precision required for the federally approved procedures for workplace drug testing programs, as contained in Section 49 CFR 40, except that a SAP 10 (Substance Abuse Panel) split specimen will be used and breath alcohol tests may be performed upon request. If problems arise during a specific collection, Collector must ask the Donor to wait while the Fire Chief, or designee, is contacted for a decision. If Donor refuses to wait, the Fire Chief must be notified immediately.

The Collector is responsible for maintaining the integrity of the specimen collection and the transfer process and for carefully ensuring the modesty and privacy of each Donor. The Collector must avoid any conduct or remarks which could be construed as accusatorial or otherwise offensive or inappropriate. Strict custody-and-control procedures must be followed from pre-collection through shipment to the laboratory.

Each Collector shall have successfully completed training to carry out this function, or shall be a licensed medical professional or licensed technician, who is provided instructions for collection in compliance with this procedure which is patterned after the federal DOT program.

Attachment III may be revised as required to incorporate revisions to Fire Department policies which impact this procedure. If revisions are made, the new Attachment III becomes effective upon the Fire Chief filing it with the City Secretary and giving notice to Collector.

## **A. REQUIREMENTS OF COLLECTION FACILITY**

1. Random drug testing (urine specimen) will be done on-site. On-site refers to any Fire Station or any other Fire Department facility such as the Fire Department Training Facility or Headquarters Office.
2. Pre-employment testing, periodic testing, post-accident or reasonable suspicion shall be performed as provided in the Fire Department's Alcohol and Drug Policy at the Collector's Facility.
3. The Facility must contain an enclosure within which private urination can occur, a toilet for completion of urination, a suitable clean surface for writing, and a source of water for washing hands. The Facility must allow for the Collector to wait outside the restroom door to monitor, not observe the collection.
4. The Collector actually monitoring the collection of a urine specimen must, in all cases, be of the same gender as the Donor providing the specimen. If using a public restroom, the Collector is to remain in the restroom, but outside the stall, until the specimen is collected and must be of the same sex as the Donor providing the specimen.
5. If the Facility cannot be dedicated solely to drug testing, the portion used for testing must be secured during drug testing by insuring that other persons are not present, ensuring that there is no undetected access through any other doors, and posting signs restricting access to authorized personnel during the entire collection process.
6. The Facility must be clean, well lit and secure as defined herein.
7. The Facility must have all required materials, personnel and supervision required to provide valid custody-and-control procedures and to have available one male and one female Collector necessary for monitoring collections. Forms used for the collection process must be comparable with custody-and-control requirements of the Department of Transportation, as set forth in Title 49 of the Code of Federal Regulations, for Donors tested under DOT regulations.
8. The Fire Department shall be responsible for meeting collection Facility requirements in A., 3., 5., and 6. of this Attachment for on-site random drug testing.

**B. DIRECT OBSERVATION:**

All specimens collected which are suspected of adulteration must be forwarded to the laboratory for testing with the Collector documenting on the Chain-of-Custody Form (CCF) his/her observations.

Direct observation of a second specimen collection by a Collector of the same gender may be authorized by the Fire Chief for Donors for drug testing when the following conditions exist:

1. When the temperature (which must be taken within a maximum of 4 minutes) falls outside a temperature range of 90.5 to 99.8 degrees Fahrenheit, or 32.5-37.7 degrees Centigrade.
2. If the specimen has a specific gravity of less than 1.003 and a creatinine Concentration below .2g/L.
3. If the Collector suspects that the specimen has been tampered with in any way, another specimen must be obtained before the Donor is allowed to leave. The Fire Chief must be informed within thirty (30) minutes of the refusal if during the normal workday, or at the beginning of the next workday if after hours, during weekends, or holidays if the Donor refuses to give another specimen; or
4. If the Donor is providing a specimen based on a previous positive drug screen done under Fire Department Policy and is now submitting a specimen for follow-up or return-to-work testing.

**C. FAILURE OF DONOR TO REPORT FOR DRUG TESTING AS SCHEDULED**

If the Donor does not report at the assigned time for drug testing, the Collector will contact the Fire Chief within thirty (30) minutes if during a work day or at the beginning of the next work day if after hours, to obtain guidance on the action to be taken.

**D. COLLECTION PROCEDURES**

PREPARATION OF THE COLLECTION FACILITY PRIOR TO THE PRESENCE OF THE DONOR MUST INCLUDE: ADDING BLUING AGENTS IN TOILET TANKS AND BOWLS SO THAT THE WATER REMAINS BLUE; TAPING OFF OTHER SOURCES OF WATER, OR IF THE COLLECTION IS TAKING PLACE IN A RESTROOM WITH ONE OR MORE STALLS, THE COLLECTOR (OF SAME SEX OF DONOR) WILL MONITOR TO ENSURE SUCH WATER SOURCE IS NOT USED FOR DILUTING THE SPECIMEN.

## E. SPECIMEN COLLECTION PROCEDURE

THE FIRE DEPARTMENT HAS ELECTED TO USE A "SPLIT SAMPLE" METHOD OF COLLECTION FOR ALL DRUG TESTS CONDUCTED FOR FIRE DEPARTMENT EMPLOYEES COVERED BY THE FIRE DEPARTMENT'S ALCOHOL AND DRUG POLICY. The use of the word "specimen" in this procedure is deemed as split specimen unless otherwise designated. The following procedure is to be followed in each split specimen collection:

1. Positively identify the Donor as the person selected for testing. Ask Donor for photo I.D. which can be an employee's photo identification, driver's license with photo, or if no photo identification is available, positive identification by a Fire Department official. If identification cannot be established, the Collector shall not proceed with the collection.
2. Explain the collection procedure to the Donor. Confirm that the drug test is to be a Substance Abuse 10 Panel (SAP 10) test and check on the CCF for the type of test, e.g. pre-employment, random, etc. as authorized by the Department.
3. The Donor must **NOT** be required to provide a list of any prescription or over-the-counter drugs but may do so for his/her own information as a "memory jogger" for his/her own use only.
4. The Donor must remove any unnecessary outer garments, such as a coat, jacket, hat etc. which could be used to tamper with or adulterate the Donor's urine specimen. The Collector shall ensure that all personal belongings, such as a purse or briefcase, remain with the outer garments. The Donor may retain his/her wallet. If the Donor requests it, the Collector shall provide the Donor with a receipt for any personal belongings.
5. Donor must wash hands prior to urination in view of Collector prior to the collection, and is to remain in the presence of the Collector without access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the Specimen.
6. The Donor may provide his/her Specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The Collector shall provide the collection container for this purpose which is suitable for the gender of the Donor.
7. The Specimen Collection kit is to be opened in front of the Donor by the Collector. The Donor shall urinate into a collection container or a specimen bottle capable of holding at least 60 milliliters. If a collection container is

used, the Collector, in the presence of the Donor, shall pour the urine into two specimen bottles. Thirty (30) ml shall be poured into one bottle, to be used as the **Primary Specimen**. At least fifteen (15) milliliters shall be poured into the other bottle, to be used as the **Split Specimen**. If a single specimen bottle is used as a collection container, the Collector shall pour thirty (30) milliliters of urine from the specimen bottle into a second specimen bottle to be used as the Primary Specimen and retain the remainder of at least fifteen (15) milliliters in the collection bottle to be used as the Split Specimen. Both bottles shall be shipped in a single shipping container, together with copies 1, and 2 of the CCF, to the laboratory.

8. The Collector shall note any unusual behavior by the Donor or unusual appearance of the urine on the CCF, e.g. color, odor, and temperature.
9. Upon collecting the Specimen, the Collector will determine if the container contains at least forty-five (45) milliliters of urine. If the Donor is unable to provide forty-five (45) milliliters of urine, the Collector shall direct the Donor to drink fluids and, after a reasonable period of time, attempt to provide a Specimen using a fresh specimen bottle and collection kit. The original collection Specimen is to be discarded.

If the Donor is still unable to give a 45 milliliter Specimen, the following rules will apply:

- (a) In the case of random testing (at a Fire Department Facility) the unsuccessful Donor or Donors shall be allocated an additional fifteen (15) minutes after the last successful Donor. If Donor(s) are not able to submit the required amount of specimen, Donor(s) shall be transported by fire personnel to the Collectors Facility in order to continue attempting to provide specimen. The Donor(s) shall continue to consume reasonable quantities of fluids until the Specimen has been provided, or until the expiration of a period of up to 8 hours from the beginning of the collection procedure.
- (b) In the case of a post-accident or reasonable suspicion (as defined by the Fire Department's Alcohol and Drug Policy), the Donor must remain at the Collector's Facility and continue to consume reasonable quantities of fluids until the Specimen has been provided, or until the expiration of a period of up to eight (8) hours from the beginning of the collection procedure.
- (c) In the case of a pre-employment test, random test, periodic test or other test not for cause as defined by the Fire Department Policy, the Fire Chief shall be notified when the Donor is unable to provide forty-five (45) milliliters of urine after several hours, The Fire Chief shall elect

either to follow item (1) above or to discontinue the collection and conduct a subsequent collection at a later time.

(d) If the Donor cannot provide a complete Specimen within the 8-hour period or at the subsequent collection, as applicable, then the Contractor/Service Provider's MRO shall refer the Donor for a medical evaluation to develop pertinent information concerning whether the Donor's inability to provide a Specimen is genuine or constitutes a refusal to provide Specimen. The MRO shall report his/her conclusions to the Fire Chief.

10. After the Specimen has been provided and submitted to the Collector, the Donor will be allowed to wash his/her hands. At this point, sink faucets may be untapped and the commode flushed. With the Specimen in the presence of both the Donor and Collector, they may then proceed to another appropriate area to continue this procedure.

11. Immediately after the Specimen has been provided and submitted to the Collector, and in the presence of the Donor, the Collector shall measure the temperature of the Specimen within a maximum time of four (4) minutes from the time of urination, and inspect the Specimen to determine if its color and look indicates any signs of contaminants. Any unusual finding must be noted on the CCF.

A specimen temperature outside the range of 32.5-37.7 degrees Centigrade or 90.5-99.8 degrees Fahrenheit constitutes a reason to believe that the Donor has altered or substituted the Specimen. In such cases, the Donor supplying the Specimen may volunteer to have his or her oral temperature taken to provide evidence to counter the suspicion to believe the Donor may have altered or substituted the Specimen.

**All specimens suspected of being adulterated must be forwarded to the laboratory for testing.**

12. Whenever there is reason to believe that a particular Donor has altered or substituted the Specimen, proceed as required in Section B, entitled "Direct Observation". With the Fire Chief's approval, a second Specimen shall be obtained as soon as possible under the direct observation of a same gender Collector.

13. Both the Donor and the Collector shall keep the Specimen in view at all times prior to the Specimen being sealed with a tamper proof seal and labeled. Both parties are to remain in the presence of the Specimen while the Collector places an identification label which contains the date, the Donor's Specimen number, and any other identifying information provided.

14. In the presence of both parties, the Donor shall initial the identification label on the Specimen bottle for the purpose of certifying that it is the Specimen collected from him/her.
15. The Collector shall enter on the CCF all information identifying the Specimen. The Collector shall sign the CCF certifying that the collection was accomplished according to the applicable Department requirements.
16. The Donor tested shall be asked to read and sign a statement on the CCF certifying that the Specimen identified as having been collected from his/her is in fact the Specimen he/she provided.
17. The Donor tested is to sign the CCF which authorizes the collection of the Specimen, analysis of the Specimen for designated controlled substances, and release of the results to the Fire Chief, or designee.
18. The Collector shall complete the Control-and-Custody portion of the CCF to indicate receipt of the Specimen from the Donor and shall certify proper completion of the collection. **The Donor may now leave.**
19. The urine Specimen and CCF are now ready for shipment. If the Specimen is not immediately prepared for shipment, the Collector shall ensure that it is appropriately safeguarded during temporary storage.
20. While any part of the custody-and-control procedures is being performed, it is essential that the custody-and-control be under the monitored of the involved Collector. If the involved Collector leaves his/her work station momentarily, the Collector shall take the Specimen and CCF with him/her, or shall secure them. After the Collector returns to the work station, the custody process will continue. If the Collector is leaving for an extended period of time, he/she will package the Specimen for mailing before leaving the Facility.
21. The Collector shall not leave the Facility in the interval between presentation of the Specimen by the Donor and securing the Specimen. The Specimen is secured by placing an identifying label on it which contains the Donor's Specimen identification number (as shown on the CCF), attaching the tamper-proof seal, and obtaining the Donor's initials on the seal. If it becomes necessary for the Collector to leave the Facility during this interval, the collection shall be nullified and, upon direction of the Fire Chief a new collection begun.

#### **F. TRANSPORTATION TO LABORATORY**

The Collector shall arrange to ship the Split Specimen to a laboratory certified by the Substance Abuse and Mental Health Services Administration



(S.A.M.H.S.A.) and accredited by the College of American Pathologists - Forensic Drug Testing program. The Split Specimen must be placed in a shipping container designed to minimize the possibility of damage during shipment. The shipping container must be securely sealed to eliminate the possibility of undetected tampering during transportation. On the tape sealing the shipping container, the Collector shall ensure that the CCF is attached or enclosed in each container sealed for shipment to the testing laboratory.

#### **G. FAILURE OF DONOR TO COOPERATE**

If the Donor refuses to cooperate with the collection process, the Collector shall inform the Fire Chief within thirty (30) minutes if a work day or at the beginning of the next day, if after hours, and shall document the non-cooperative behaviors on the CCF.

#### **H. DONORS REQUIRING MEDICAL ATTENTION**

If the Specimen is being collected from a Donor in need of medical attention (e.g. as part of a post-accident test given in a clinic or emergency medical facility), necessary medical attention must **NOT** be delayed in order to collect a Specimen.

#### **I. USE OF CHAIN-OF-CUSTODY FORM (CCF)**

A CCF must be used for maintaining control and accountability of each Specimen from the point of collection to final disposition of the Specimen. The date and purpose must be documented on the CCF each time a Specimen is handled or transferred and every person in the chain must be identified in writing on the CCF. Every effort must be made to minimize the number of persons handling Specimens.

#### **J. ALCOHOL TESTING OF EMPLOYEES UNDER THE FIRE DEPARTMENT'S ALCOHOL AND DRUG POLICY**

1. Breath samples must be taken only by qualified medical personnel. Qualified medical personnel means: a physician, physician's assistant, nurse, emergency medical technician, or other person authorized under State or Federal law.
2. The same CCF used for Drug testing under this Agreement must be used for breath alcohol testing under this Policy, except that under "type of test", "other" is selected and breath alcohol" is written on the form next to "other." This CCF must be used for each Breath Sample from the time of collection through the authorized disposition of the specimen.

3. The Samples are taken using certified Breath Alcohol Testing Protocol that shall be consistent with that set forth in Title 49 of the Code of Federal Regulation, including but not limited to the following steps:
- (a) The Collector shall use an Evidential Breath Testing Device (EBT), which is a device approved by NHTSA for the evidential testing of breath at the .02 and .04 alcohol concentrations, placed on NHTSA's Conforming Products List (CPL) for "Evidential Breath Measurement Devices" and identified on the CPL as conforming with the model specifications available from NHTSA's Traffic Safety Program.
  - (b) If the employee is going to take a drug test as well, the alcohol breath test should be completed before the urine collection, process begins. The employee should sign off that Alcohol Testing Form (ATF) prior to beginning of the initial test.
  - (c) An individually wrapped and sealed mouthpiece shall be opened for the testing and in view of the employee, in accordance with the manufacturer's instructions.
  - (d) An employee shall blow steadily and forcefully into the mouthpiece for at least 6 seconds or until an adequate amount of breath has been obtained.
  - (e) The employee shall be shown the displayed result.
  - (f) The results shall be printed and or recorded on the ATF.
  - (g) If the result is in concentration of less than 0.02, then the ATF shall be signed and dated.
  - (h) If the Donor's results are 0.02 or greater, there is a fifteen (15) minute waiting period for a confirmation test. After the second confirmation test, the test results are printed on the same form and the employee signs step IV of the form.
  - (i) Employee is to sign the ATF, step IV if the concentration test is 0.02 or higher.
  - (j) Once the procedures are being performed, the collector does not leave the work station until the test is completed.
  - (k) The Breath Sample Results are released to the Fire Chief, or designee.

## **K. RECORDS PROCEDURES**

1. Requests for employment verification or references for an individual terminated under Fire Department policy must be forwarded to the City of Corpus Christi Human Resources Department for response. For Texas Employment Commission hearing on granting unemployment insurance, the Fire Chief must cite a rules violation as the reason for termination and will supply a copy of the letter of termination which states specific reasons. Where there is doubt about the release of information, the City's Legal Department will be consulted for guidance.
2. Records related to services provided under this Agreement must be maintained for five (5) years after termination or expiration of this Agreement.
3. A Donor subject to drug and alcohol testing is entitled, upon his/her written request, to obtain copies of any records pertaining to the Donor's use of drug and alcohol, including any records pertaining to his/her drug and alcohol tests. The Fire Chief, or designee, must promptly provide the requested records and must not make such records subject to payment.

The Fire Chief, or designee, must release information regarding a Donor's records as directed by the specific, written consent of the Donor authorizing release of the information to a person identified by the Donor. Release of such information is permitted only in accordance with the terms of the Donor's consent.

## **L. STATISTICAL DATA REPORTING**

The Collector must provide to the Fire Chief a monthly statistical data report maintained annually on a calendar year basis, which summarizes the results of drug and alcohol testing and must include the following informational elements:

1. Number of drug tests performed monthly and cumulative.
2. Number of alcohol tests performed monthly and cumulative.
3. Number of confirmed positive drug tests monthly and cumulative subdivided by drug type.
4. Number of confirmed positive alcohol tests monthly and cumulative.

## SCOPE OF WORK ATTACHMENT IV

### POLICE DEPARTMENT PROTOCOL FOR DRUG TESTING

A Specimen Collector (Collector) and Collection Facility (Facility) which complies with accessibility requirements of Title III of The Americans With Disabilities Act (ADA) must be available, upon pager notification, 24-hours a day, 7 days a week including weekends and holidays for alcohol and drug testing of City of Corpus Christi Police Department employees and applicants (collectively "Donors"). Specimen collection shall be performed by the qualified Contractor/Service Provider's staff at the Contractor/Service Provider's Facility, City Facility or as otherwise specified to the Contractor/Service Provider in writing by the Chief of Police, or designee. **The Contractor/Service Provider (as defined in the Drug Testing Services Agreement) must conduct background investigations on laboratory and collection personnel involved in the collection of samples or handling of unsealed samples collected from a City of Corpus Christi Police Officer. The Contractor/Service Provider must not use employees to perform services under this Agreement who have been arrested by members of the City of Corpus Christi Police Department and/or who have been convicted of a felony or misdemeanor crime involving dishonest conduct or the possession of illegal drugs.**

Drug testing under this Agreement includes: pre-employment, assignment, reasonable suspicion, physical examination for return to duty, post-accident, post-firearm discharge, and random testing as defined in the Police Department's Alcohol and Drug Testing Policy. Protocols and procedures must follow the requirements of S.A.M.S.H.A. and C.A.P. All laboratories must be certified by S.A.M.S.H.A. and accredited by C.A.P.

If problems arise during a specific collection, the Donor must be asked to wait while the Chief of Police, or designee, is contacted for a decision on the situation. If Donor refuses to wait, the Chief of Police must be notified at the beginning of the next workday if after hours and within 30 minutes if during the normal workday.

#### I. DRUG TESTING PROCEDURES:

##### A. REQUIREMENTS OF THE COLLECTION SITE FOR DRUG TESTING:

1. The Facility must contain an enclosure within which private urination can occur, a toilet for completion of urination, a suitable clean surface for writing, and a source of water for washing hands. The Facility must allow for the Collector to wait outside the enclosure to monitor, not observe the collection.
2. The Collector actually monitoring the collection of a urine specimen must, in all cases, be of the same gender as the Donor providing the specimen.

If using a public restroom, the Collector is to remain in the restroom, but outside the stall, until the specimen is collected and must be of the same sex as the Donor providing the specimen.

3. If the Facility cannot be dedicated solely to drug testing, the portion used for testing must be secured during drug testing by ensuring other persons are not present, ensuring that there is no undetected access through any rear doors, and posting signs restricting access to authorized personnel during the entire collection process.
4. The Facility must be clean, well-lighted and secured as defined herein.
5. The Facility must have all materials, personnel, and supervision required to provide valid Chain-of-Custody procedures and to have available one male and one female Collector necessary for monitoring collections.
6. The Facility must provide sufficient lockers for Police Officers being drug tested to store their weapon, holster belt, radios, etc. The Police Officer is to be given the lock and key. The Police Officer will secure the lock and retain the key throughout the specimen collection process.

**B. FAILURE OF DONOR TO REPORT FOR DRUG TESTING AS SCHEDULED**

If the Donor does not report at the assigned time for drug testing, the Collector must contact the Chief of Police, or designee, within thirty (30) minutes if during workday, or at beginning of next workday if after hours, to obtain guidance on the action to be taken.

**C. COLLECTION PROCEDURES**

PREPARATION OF THE COLLECTION SITE PRIOR TO THE PRESENCE OF THE DONOR MUST INCLUDE: ADDING BLUING AGENTS IN TOILET TANKS AND BOWLS SO THAT THE WATER REMAINS BLUE; TAPING OFF OTHER SOURCES OF WATER, OR IF THE COLLECTION IS TAKING PLACE IN A RESTROOM WITH ONE OR MORE STALLS, THE COLLECTOR (OF SAME SEX OF DONOR) WILL MONITOR TO ENSURE SUCH WATER SOURCE IS NOT USED FOR DILUTING THE SPECIMEN.

**D. SPECIMEN COLLECTION PROCEDURE**

A "SPLIT SAMPLE" SPECIMEN COLLECTION FOR ALL DRUG TESTS CONDUCTED WILL BE USED. The use of the word "specimen" in this procedure is defined as split specimen unless otherwise designated.

The following procedure is to be followed in each split specimen collection:

1. Collector must positively identify the Donor as the person selected for testing. Ask Donor for a photo I.D. which can be an identification badge with photo, Driver's License with photo, or if no photo identification is available, positive identification by a City official. If identification cannot be established, the Collector must not proceed with the collection.
2. Collector must explain the collection procedure to the Donor. A ten (10) panel drug test must be required as set out in the Police Department's Alcohol and Drug Policy to include: Amphetamines, Barbiturates, Benzodiazepines, Cocaine Metabolites, Marijuana Metabolites, Methadone, Methaqualone, Opiate Metabolites, Phencyclidine, and Propoxyphene, and must be collected using the specific CCF form which has been approved by the Chief of Police, or designee. A Targeted Anabolic Steroid Profile must also be required as set out in the Police Department's Alcohol and Drug Policy and must be collected using the specific CCF form which is approved by the Chief of Police, or designee.
3. The Donor is **NOT** required to provide a list of any prescription or over-the-counter drugs.
4. The Donor will remove any unnecessary outer garments, such as a coat, jacket, hat, weapon, holster belt, radios, etc. which could be used to tamper with or adulterate the Donor's Specimen and place them in a locker provided for that purpose and will be given a lock and key for that locker. The Donor will retain the key throughout the specimen collection process. The Collector must ensure that all personal belongings, such as a purse or briefcase, remain with the outer garments. The Donor may retain his/her wallet. If the Donor requests it, the Collector must provide the Donor with a receipt for any personal belongings.
5. Donor is to wash hands prior to urination in view of Collector and is to remain in the presence of the Collector without access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the Specimen.
6. The Donor may provide his/her Specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The Collector must provide the specimen container for this purpose, which is suitable for the gender of the Donor.
7. In cases of pre-employment, pre-assignment, reasonable suspicion, return-to-duty, post-accident, and post-firearm discharge testing, the collection kit is to be opened in front of the

Donor by the Collector. The Donor must urinate into a collection container or a specimen bottle capable of holding at least 60 milliliters. If a collection container is used, the Donor, in the presence of the Collector, must pour the urine into two specimen bottles. Thirty-(30) ml. must be poured into one bottle, to be used as the **Primary Specimen**. At least 15 milliliters must be poured into the other bottle, to be used as the **Split Specimen**. Contractor/Service Provider must ship both bottles in a single shipping container, together with copies 1, and 2 of the CCF, to the laboratory.

8. In the case of random testing, the collection kit is to be opened in front of the Donor by the Collector. The Donor must urinate into a collection container or a specimen bottle capable of holding at least 90 ml. If a collection container is used, the Donor, in the presence of the Collector, must pour the urine into four (4) specimen bottles (two (2) for the ten (10) panel drug test and two (2) for the steroid test). Thirty (30) ml. must be poured into one bottle, to be used as the **Primary Specimen** for testing under a ten (10) panel drug test. At least 15 ml. must be poured into the other bottle, to be used as the **Split Specimen** for the ten (10) panel drug test. Thirty (30) ml. must also be poured into one bottle, to be used as the **Primary Specimen** for the steroid testing. At least 15 milliliters must also be poured into the other bottle, to be used as the **Split Specimen** for the steroid test. Contractor/Service Provider must ship two (2) bottles for the ten (10) panel drug test in a single shipping container, together with copies 1, and 2 of the CCF, to the designated laboratory. The Contractor/Service Provider must also ship the remaining two (2) bottles for the steroid test in a single shipping container, together with copies 1, and 2 of the CCF, to the designated laboratory.
9. The Collector must note any unusual behavior by the Donor or unusual appearance of the urine on the CCF, (e.g. color, odor, and temperature.)
10. Upon collecting the Specimen for pre-employment, pre-assignment, reasonable suspicion, return-to-duty, post-accident, and post-firearm discharge testing, the Collector will determine if the containers contains at least 45 ml of urine. If the Donor is unable to provide 45 ml of urine, the Collector will direct the Donor to drink not more than 40-ounces of fluids and, after a period of up to two hours, again attempt to provide a complete Specimen using a fresh specimen bottle and collection kit. The original insufficient specimen must be discarded. The Donor must remain at the Facility.

11. Upon collecting the Specimen for random testing, the Collector will determine if the container contains at least 90 ml of urine. If the Donor is unable to provide 90 ml of urine, the Collector will direct the Donor to drink not more than 40-ounces of fluids and, after a period of up to two hours, again attempt to provide a complete Specimen using a fresh specimen bottle and collection kit. The original insufficient specimen must be discarded. The Donor must remain at the Facility.

If the Donor is still unable to give 45-milliliters of specimen for pre-employment, pre-assignment, reasonable suspicion, return-to-duty, post-accident, and post-firearm discharge testing, or 90-milliliters of specimen for random testing, the following rules will apply:

(a) In the case of post-accident, reasonable suspicion, or random drug testing, the Donor must remain at the Facility and continue to consume reasonable quantities of fluids until the Specimen has been provided.

(b) In the case of a pre-employment test or other test, which is not for cause, Chief of Police, or designee, must be notified when the Donor is unable to provide sufficient specimen after several hours. The Chief of Police, or designee, must elect either to follow item (1) above or to discontinue the collection and conduct a subsequent collection at a later time.

(c) If the Donor cannot provide a complete Specimen initially or at the subsequent collection, as applicable, then the City's MRO must refer the Donor for a medical evaluation to develop pertinent information concerning whether the Donor's inability to provide a Specimen is genuine or constitutes a refusal to provide a Specimen. The MRO must report his/her conclusions in writing to the Chief of Police.

12. After the Specimen has been provided and submitted to the Collector, as described in Number 7 of this Section, the Donor may wash his/her hands. At this point, sink faucets may be untaped and the commode flushed. With the Specimen in the presence of both the Donor and Collector, the Collector may then proceed to another appropriate area to continue this procedure.

13. Within four (4) minutes from the time of urination and immediately after the Specimen has been provided and submitted to the Collector, and in the presence of the Donor, the Collector must



measure the temperature of the Specimen, and inspect the Specimen to determine if its color and look indicates any signs of contaminants. Collector must note any unusual findings must be noted on the CCF. A specimen temperature outside the range of 32.5-37.7 degrees Centigrade/90.5-99.8 degrees Fahrenheit constitutes a reason to believe that the Donor has altered or substituted the Specimen. In such cases, the Donor supplying the Specimen may volunteer to have his or her oral temperature taken to provide evidence to counter the suspicion that the Donor may have altered or substituted the Specimen.

All specimens suspected of being adulterated must be forwarded to the laboratory for testing.

14. Whenever there is reason to believe that a particular Donor has altered or substituted the Specimen, proceed as stated in Section E, "Direct Observation". With the Chief of Police's, or designee's, approval a second split Specimen must be obtained as soon as possible under the direct observation of a same gender Collector.
15. Both the Donor and the Collector must keep the Specimen in view at all times prior to the Specimen being sealed with a tamper proof seal and labeled. Both parties are to remain in the presence of the Specimen while the Collector places an identification label, which contains the date, the Donor's Specimen number, and any other identifying information provided.
16. In the presence of both parties, the Donor must initial the identification label on the Specimen bottle for the purpose of certifying that it is the Specimen collected from him/her.
17. The Collector must enter on the CCF all information identifying the Specimen. The Collector must sign the CCF certifying that the collection was accomplished according to the applicable requirements of the Drug Testing Services Agreement.
18. The Donor must be asked to read and sign a statement on the drug CCF certifying that the Specimen identified as having been collected from him/her is in fact the Specimen he/she provided.
19. The Donor must sign the CCF, which authorizes the collection of the Specimen, analysis of the Specimen for designated controlled substances, and release of the results to the Chief of Police.
20. The Collector must complete the custody-and-control portion of the CCF to indicate receipt of the Specimen from the Donor and must

certify proper completion of the collection. **The Donor may now leave.**

21. The urine Specimen and CCF are now ready for shipment. If the Specimen is not immediately prepared for shipment, the Collector must ensure that it is appropriately safeguarded during temporary storage in a secured area.
22. While any part of the custody-and-control procedures is being performed, it is essential that the urine Specimen and custody documents be under the control of the involved Collector. If the involved Collector leaves his/her workstation momentarily, the Collector must secure the urine Specimen in a locked cabinet. After the Collector returns to the workstation, the custody process will continue. If the Collector is leaving for an extended period of time, he/she will package the specimen for mailing before leaving the Facility.
23. The Collector must not leave the Facility in the interval between presentation of the Specimen by the Donor and securing the Specimen. The Specimen is secured by placing an identifying label on it which contains the Donor's Specimen identification number (as shown on the CCF), attaching the tamper-proof seal, and obtaining the Donor's initials on the seal. If it becomes necessary for the Collector to leave the Facility during this interval, the collection is nullified and, upon direction of the Chief of Police or designee, a new collection begun.
24. **The specimens collected must be maintained in a locked refrigerator or locked storage container until picked up by the courier.**

#### **E. DIRECT OBSERVATION**

All specimens collected that are suspected of adulteration must be forwarded to the laboratory for testing with the Collector documenting on the CCF his/her observations. Direct observation of a second specimen collection by a Collector of the same gender must be authorized by the Chief of Police, or designee, for Donors when the following conditions exist:

1. When the temperature (which must be taken within a maximum of 4 minutes) falls outside a temperature range of 90.5 to 99.8 degrees Fahrenheit or 32.5-37.7 degrees Centigrade.
2. If the specimen has a specific gravity of less than 1.003 and a creatinine concentration below .2g/L.

3. If the Collector observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the specimen, a second specimen is to be obtained and the Chief of Police notified in writing of the circumstances.

**If the Collector suspects that the specimen has been tampered with in any way, another specimen must be obtained before the Donor is allowed to leave. The Chief of Police must be informed within thirty (30) minutes of the refusal if during the normal workday or at the beginning of the next work day if after hours, during weekends, or on holidays, if the Donor refuses to give another specimen.**

#### **F. TRANSPORTATION TO LABORATORY**

The Collector must arrange to ship the Split Specimen to the drug-testing laboratory. The Split Specimen must be placed in a single shipping container designed to minimize the possibility of damage during shipment together with copies 1, and 2, and the CCF. The shipping container must be securely sealed to eliminate the possibility of undetected tampering. The Collector must ensure that the CCF documentation is enclosed in each container sealed for shipment to the drug-testing laboratory.

#### **G. FAILURE OF DONOR TO COOPERATE**

If the Donor refuses to cooperate with the collection process, the Collector must inform the Chief of Police within 30 minutes if it is a workday or at the beginning of the next workday if after hours, and must document the uncooperative behaviors on the CCF.

#### **H. DONOR REQUIRING MEDICAL ATTENTION**

If the Specimen is being collected from a Donor in need of medical attention (e.g. as part of a post-accident test given in a clinic or emergency medical facility), necessary medical attention must NOT be delayed in order to collect a Specimen.

#### **I. USE OF CHAIN-OF-CUSTODY FORM (CCF)**

A CCF must be used for maintaining control and accountability of each Specimen from the point of collection to final disposition of the Specimen. The date and purpose must be documented on the CCF each time a Specimen is handled or transferred and every individual

in the chain must be identified in writing on the CCF. Every effort must be made to minimize the number of persons handling Specimens.

**J. RECORD MAINTENANCE**

Records related to services provided under this Agreement must be maintained for 5 years after termination or expiration of this Agreement, or if a lawsuit or arbitration is pending, until there is a final judgment and all appeals have been exhausted.

## **SCOPE OF WORK POLICE AGREEMENT ATTACHMENT IV**

### **POLICE DEPARTMENT'S ALCOHOL & DRUG TESTING POLICY COLLECTION PROCEDURES FOR BLOOD ALCOHOL TESTING**

1. Blood specimens must be taken only by qualified medical personnel. Qualified medical personnel is defined as a physician, physician's assistant, nurse, emergency medical technician, or other person authorized under State or Federal law or Regulation to collect blood.
2. The same CCF used for Drug testing under this Agreement must be used for blood alcohol testing under this Policy, except that under "type of test" "other" is selected and "blood alcohol" is written on the form next to "other." This CCF must be used for each blood alcohol specimen from the time of collection through the authorized disposition of the specimen.
3. The blood specimen must be kept in a secured area until picked up by the courier.
4. Blood specimens must be shipped to the S.A.M.H.S.A.-certified, C. A. P.-accredited laboratory by any means adequate to ensure delivery within twenty-four (24) hours of receipt by the carrier.
5. Blood alcohol test results must be reviewed by the Medical Review Officer (MRO). The MRO's review is to determine if custody-and-control procedures were followed and if there is legitimate medical explanation for the presence of alcohol in the blood specimen.

## SCOPE OF WORK ATTACHMENT V-A

### DOT DRUG TESTING LABORATORY PROTOCOL

All defined terms used in the Drug and Alcohol Testing Services Agreement apply to this **Attachment V-A**. Additional terms are defined herein. Each Collector and BAT is the Contractor/Service Provider's Agent. Each employee of a Laboratory under contract to provide drug and alcohol services for City who works on tests for the City is the Contractor/Service Provider's Agent while performing test-related activities.

#### Description of Protocol

As part of the City's substance abuse testing of its Donors under DOT regulations, urine Split Specimens will be collected in accordance with applicable federal regulatory procedure as described in **Attachment I**, incorporated by reference in this Agreement. Each Specimen will be analyzed in one of Contractor/Service Provider's laboratories, which are certified by S.A.M.H.S.A. and accredited by C.A.P. and will be tested for the presence of the following compounds at the detection levels indicated. **Should Department of Transportation (DOT) Regulations be revised by the federal government during the term of this Agreement, the detection levels in this Agreement will be revised effective on the date set by the regulations at no additional fee and such revisions will not invalidate this Agreement or its Attachments.**

Each initial screen will be analyzed by immunoassay ("EMIT"), and all presumptive positives will be confirmed by gas chromatography mass spectrometry ("GC-MS").

	EMIT SCREEN	GC-MS CONFIRMATION
	DETECTION LEVEL	DETECTION LEVEL
DRUG GROUP	ng/ml*	ng/ml*
Amphetamine	500	250
Cocaine Metabolites	150	100
Marijuana Metabolites	50	15
Opiate Metabolites	2,000	2,000
Phencyclidine	25	25
MDMA	500	250

\*nanograms/milliliter

## SCOPE OF WORK ATTACHMENT V-B

### NON-DOT DRUG TESTING PROTOCOL

All defined terms used in the Drug and Alcohol Testing Services Agreement apply to this **Attachment V-B**. Additional terms are defined herein. Each Collector and BAT is a Contractor/Service Provider's Agent. Each employee of a Laboratory under contract to provide drug and alcohol services for City who works on tests for the City is the Contractor/Service Provider's Agent while performing test related activities.

#### Description of Protocol

As part of the City's company-sponsored substance abuse testing of its Donors, urine specimens will be collected in accordance with the City-approved collection procedures. Each specimen will be analyzed in one of Contractor/Service Provider's laboratories certified by S.A.M.H.S.A., and accredited by C.A.P. Contractor/Service Provider must provide laboratory-testing services in accordance with the specifications described in **Attachment II**.

Each specimen submitted for testing under SAP 10 will be assayed for the presence of the following compounds at the detection levels indicated.

	EMIT SCREEN	GC-MS CONFIRMATION
	DETECTION LEVEL	DETECTION LEVEL
DRUG GROUP	ng/ml*	ng/ml*
Amphetamines	500	250
**Barbiturates	300-1,000	200
Benzodiazepines	300	200
Cocaine Metabolites	150	100
Marijuana Metabolites	50	15
Methadone	300	200
Methaqualone	300	200
Opiates Metabolites	300	300
Phencyclidine	25	25
Propoxyphene	300	200

\*nanograms/milliliter

\*\*The limit of detection varies according to the specific drug and/or metabolites present.

Contractor/Service Provider will also assay each specimen for signs of possible adulteration. Specimen adulteration assays will consist of two or more of the following: \* Creatinine \* Chloride \* Specific Gravity \* Ph

If Federal DOT drug testing programs revise detection cutoff levels during the term of this Agreement, the detection levels in this Agreement must be revised effective on or after the date set by the regulations at no additional fee and such revisions will not invalidate this Agreement or its Attachments.



## SCOPE OF WORK ATTACHMENT V-C

### FIRE DEPARTMENT DRUG TESTING PROTOCOL

#### Description of protocol

- A. As part of the Fire Department's substance abuse testing of its applicants and firefighters (collectively "Donors") urine Split Specimens will be collected in accordance with applicable federal regulatory procedure as described in Attachment III, incorporated herein by reference in this Agreement. Each Specimen will be analyzed in one of Contractor/Service Provider's laboratories which are S.A.M.H.S.A. certified and C.A.P. accredited, and will be tested for the presence of the following compounds at the detection levels indicated.

Each initial screen will be analyzed by immunoassay ("EMIT"), and all presumptive positives will be confirmed by gas chromatography-mass spectrometry ("GC-MS").

Each Specimen submitted for testing under the testing provision of this policy will be assayed for the presence of the following compounds. Pre-employment testing will utilize the SAP 10, which includes Amphetamines, Barbiturates, Benzodiazepines, Cocaine Metabolites, Marijuana Metabolites, Methadone, Methaqualone, Opiates Metabolites, Phencyclidine, and Propoxyphene.

	EMIT SCREEN	GC-MS CONFIRMATION
	DETECTION LEVEL	DETECTION LEVEL
DRUG GROUP	ng/ml*	ng/ml*
Amphetamines	1000	500
**Barbiturates	300-1,000	200
Benzodiazepines	300	200
Cocaine Metabolites	300	150
Marijuana	50	15
Metabolites	300	300
Methadone	300	200
Methaqualone	300	200
Opiates Metabolites	300	300
Phencyclidine	25	25
Propoxyphene	300	200

\*nanograms/milliliter

- B.** Contractor/Service Provider will also assay each Specimen for signs of possible adulteration. Specimen Alteration assays will consist of two or more of the following: \*Creatinine, \*Chloride, \*Specific Gravity, and \*Ph The initial test (also known as a screening test) must be an enzyme immunoassay screen (EMIT) to eliminate "negative" urine specimens from further consideration.
- C.** If the initial test indicates a positive result, a confirmation test by gas chromatography/mass spectrometry (GC/MS) will be used to confirm the presence of a specific drug or metabolite. The confirmation test must be independent of the initial test and uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. For classes of drugs where GC/MS is not an approved confirmation procedure, an alternative confirmation test will be used.

## SCOPE OF WORK ATTACHMENT V-D

### POLICE DEPARTMENT DRUG TESTING PROTOCOL

#### Description of protocol

- A. As part of the Police Department's substance abuse testing of its applicants and police officers (collectively "Donors"), urine Split Specimens will be collected in accordance with applicable federal regulatory procedure as described in Attachment IV, incorporated herein by reference in this Agreement. Each Specimen will be analyzed in one of Contractor/Service Provider's laboratories which are S.A.M.H.S.A.-certified and C.A.P.-accredited, and will be tested for the presence of the following compounds at the detection levels indicated.

Each initial screen will be analyzed by immunoassay ("EMIT"), and all presumptive positives will be confirmed by gas chromatography-mass spectrometry ("GC-MS").

#### **Pre-Employment, Pre-Assignment, Reasonable Suspicion, Return-to-Duty, Post-Accident, and Post-Firearm Discharge:**

Each Specimen submitted for testing under the testing provision of this policy will be assayed for the presence of the following compounds. Pre-employment testing will utilize the SAP 10, which includes Amphetamines, Barbiturates, Benzodiazepines, Cocaine Metabolites, Marijuana Metabolites, Methadone, Methaqualone, Opiates Metabolites, Phencyclidine, and Propoxyphene.

	EMIT SCREEN	GC-MS CONFIRMA TION
	DETECTIO N LEVEL	DETECTION LEVEL
DRUG GROUP	ng/ml*	ng/ml*
Amphetamines	1,000	500
**Barbiturates	300	200
Benzodiazepin es	300	200
Marijuana	50	15
Methadone	300	200
Methaqualone	300	200
Opiates Metabolites	300	300
Phencyclidine	25	25
Propoxyphene	300	200

\*nanograms/milliliter

- B. Contractor/Service Provider will also assay each Specimen for signs of possible adulteration. Specimen Alteration assays will consist of two or more of the following: \*Creatinine, \*Chloride, \*Specific Gravity, and \*Ph The initial test (also known as a screening test) must be an enzyme immunoassay screen (EMIT) to eliminate "negative" urine specimens from further consideration.
- C. If the initial test indicates a positive result, a confirmation test by gas chromatography/mass spectrometry (GC/MS) will be used to confirm the presence of a specific drug or metabolite. The confirmation test must be independent of the initial test and uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. For classes of drugs where GC/MS is not an approved confirmation procedure, an alternative confirmation test will be used.

**Random Testing:**

- A. For specimens submitted for Random Testing, in addition to the SAP10 described in sections A, B, and C of this attachment, each such specimen will also be assayed using the Targeted Anabolic Steroid Profile which includes: Androstenediol, Androstendione, Boldenone, Dihydroepiandrosterone (DHEA), Epitestosterone, Methandienone (Dianabol), Methyltestosterone, Nandrolone (19-Mortestosterone), Norandrostenediol, Norandrostenedione, Oxandrolone (Anavar), Oxymetholone (Anadrol), Stanozolol, Testosterone, Testosterone/Epitestosterone Ratio, Probenecid (Blocking/Masking Agent), Clenbuterol (Anti-Catabolic Agent)

	EMIT SCREEN	GC-MS CONFIR MATION
	DETECTI ON LEVEL	DETECTI ON LEVEL
DRUG GROUP	ng/ml*	ng/ml*
Androstenediol	10	1
Androstendione	10	1
Boldenone	10	1
Dihydroepiandrosterone (DHEA)	10	1
Epitestosterone	10	1
Methandienone (Dianabol)	10	1
Methyltestosterone	10	1
Nandrolone (19-Mortestosterone)	10	10

Norandrostenediol	10	1
Norandrostenedione	10	1
Oxymetholone (Anadrol)	10	1
Stanozolol	10	1
Testosterone	10	1
Testosterone/Epitestosterone Ratio	10	1
Probenecid (Blocking/Masking Agent)	10	1
Clenbuterol (Anti-Catabolic Agent)	10	1

## SCOPE OF WORK ATTACHMENT VI

### DOT and NON DOT Drug and Alcohol Testing City-Wide and Gas

#### MEDICAL REVIEW OFFICER SERVICES

All defined terms used in the Drug and Alcohol Testing Services Agreement apply to this **Attachment VI**. Additional terms are defined herein. Each MRO is a Contractor/Service Provider's Agent.

The Physician acting as Medical Review Officer (MRO) for the City of Corpus Christi must provide the Director with documentation that he/she is a licensed physician who is knowledgeable about substance abuse disorders and is certified as a Medical Review Officer for drug testing by a recognized MRO certification training program, and the American Association of Medical review Officers. The Physician acting as an MRO for the City of Corpus Christi must provide the Director with proper documentation of the Physician's ability and the attainment of skills needed to interpret and evaluate confirmed positive test results of Donors together with their medical history and any other relevant biomedical information. To perform DOT tests, an MRO must meet the requirements of 49 CFR, 40 etc.

The MRO must not be an employee of the certified laboratory conducting the drug tests unless the laboratory establishes a clear separation of functions to prevent any appearance of a conflict of interest, including assuring that the MRO has no responsibility for, and is not supervised by, or the supervisor of, any persons who have responsibility for the drug testing or quality control operations of the laboratory, and the Director gives prior written approval of such employment.

Primary responsibilities of the MRO include, but are not limited to, the following:

- Comply with all Federal, State and local laws regarding drug testing requirements.
- Monitor specimen collection procedures, laboratory testing and reporting procedures to ensure they meet the requirements of the City, Police and Fire Department Alcohol and Drug Testing Policies, attached and incorporated as **Attachments I -IV**;
- Receive test results from the laboratory;
- Review all test results received;
- Verify laboratory reports and assessments;
- Review and interpret each confirmed positive test result to determine if a valid medical reason exists;

- Conduct a medical interview in person with the Donor to discuss a positive test result;
- Review Donor's medical history, medical records and any biomedical factors as appropriate;
- Make decision to retest the **Primary Sample** when necessary;
- Advise Donor of his/her right to request a test of the **Split Specimen (not Primary Specimen)** if the request is made to the MRO within 72-hours of being informed of the positive test result;
- Coordinate with an approved laboratory certified by Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) and accredited by the College of American Pathologists - Forensic Drug Testing program (C.A.P.), in writing for the request to test a Split Specimen upon the timely request of the applicable Donor;
- Notify the Director, the City's designated drug testing program manager, of all negative and verified positive tests and provide copies of results.
- Notify the Director of any Donor's request for a test of the Split Specimen;
- Obtain and submit to the laboratory three blind performance test specimens for each 100 DOT drug tests performed;
- Make recommendations as a member of the City's "Rehabilitation Committee" which is composed of the Director of Human Resources, the Risk Manager and the Employee Assistance Program Counselor in regards to handling the Donor's alcohol or drug abuse rehabilitation plan;
  - Provide Contractor/Service Provider's Agent's testimony (specifically including MRO's testimony) both in preparation for any "Proceeding" and at the actual "Proceeding itself," which concerns any drug and alcohol collection, test, evaluation, or MRO services provided by Contractor/Service Provider or Contractor/Service Provider's Agent is the essence of this Agreement "Testimony". Testimony from Contractor/Service Provider's Agent is absolutely essential for the City to defend any grievance, arbitration, or lawsuit that results from any Donor challenging City's actions based on the results of that donor's drug or alcohol specimen that was collected, tested, or evaluated by Contractor/Service Provider or Contractor/Service Provider's Agent or reviewed by Contractor/Service Provider's MRO. Said grievance, arbitration, or lawsuit, and the preparation for it, collectively called the "Proceeding". The failure of Contractor/Service Provider or Contractor/Service Provider's Agent to appear in person to provide Testimony for any Proceeding is grounds for the City Manager to terminate this Agreement, or, alternatively, require

Contractor/Service Provider to pay all of the City's costs in preparing for and defending said Proceeding. At a minimum, the costs of a Proceeding include all Legal Staff time (Attorney's time will be billed at standard community rates for Attorneys of comparable experience; the same will be billed for secretarial and paralegal time; and for copies made for exhibits prepared for the Proceeding) and costs, all Human Resources staff time and costs, all staff time and costs for the department whose employee or applicant (i.e. donor) caused the Proceeding to occur [NOTE: in the case of Police and Fire Departments this may include overtime Costs] , and all expert witness fees, including the cost of Contractor/Service Provider's MRO's fees and any Arbitrator's Fees. The failure of Contractor/Service Provider's Agent (specifically including Contractor/Service Provider's MRO) to appear in person and give live Testimony at a Proceeding is presumed to be the reason that City lost the Proceeding. The City's costs in an arbitration Proceeding, that is decided against the City shall include all the arbitration costs.

Only the hearing examiner in a Proceeding (e.g. Chairperson of the Civil Service Board or Commission, Judge, Arbitrator collectively called "Hearing Examiner" herein) has the authority to provide a prior written waiver that any Contractor/Service Provider's Agent (specifically including Contractor/Service Provider's MRO) does not have to appear in person and give live Testimony. It is the obligation of any Contractor/Service Provider's Agent who wishes to not appear in person and give live Testimony to make prior written arrangements with the Hearing Examiner and copy both the Director at the fax number listed herein and the City Attorney at (361) 880-3239 with all correspondence between Contractor/Service Provider's Agent and the Hearing Examiner. Simply because a Contractor/Service Provider's Agent obtained the Hearing Examiner's prior written approval to not appear in person and give live Testimony does not rebut the presumption that the failure to give live Testimony is the reason the City lost the Proceeding.

The MRO's facility must be accessible and in compliance with Title III of The Americans With Disabilities Act (ADA).

All records compiled by Contractor/Service Provider, (Contractor/Service Provider's employees, contractors, and agents, including without limitation Contractor/Service Provider's MRO, (collectively called Contractor/Service Provider's Agent) are compiled for the City to use in determining whether a donor uses or has used drugs or alcohol. All records belong to the City. Contractor/Service Provider is the designated custodian of these Records, with certain Records in the custody of Contractor/Service Provider's MRO. All Records are compiled pursuant to a waiver signed by the Donor that authorizes Contractor/Service Provider to provide the Records to Director. It is the essence of this Agreement that the Contractor/Service Provider provide all Records to the Director when requested.



All Records compiled by Contractor/Service Provider and Contractor/Service Provider's Agent (specifically including Contractor/Service Provider's MRO) from information and samples provided by a Donor are compiled for the City and belong to the City. If Contractor/Service Provider or Contractor/Service Provider's Agent believes that information provided by a Donor is confidential and chooses to redact that information, or conversely fails to redact confidential information, then Contractor/Service Provider agrees to indemnify the City for all damages incurred by the City due to Contractor/Service Provider or Contractor/Service Provider's Agent's redaction of, or failure to redact, confidential information from the Records.

MRO's services will be subject to revision to meet the requirements of federally mandated changes to Department of Transportation (DOT) Regulations, Paragraph 40.169, Section 49, CFR 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, should such changes become law and effective during the term of this Agreement and incorporated Attachments, at the fees indicated in the attached and incorporated fee schedule.

## **I. RECEIPT OF LABORATORY TEST REPORTS**

Urine specimens must be collected using custody-and-control procedures and using a laboratory certified by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) and accredited by the College of American Pathologists - Forensic Drug Testing program (C.A.P.) to perform the urine specimen testing and test result reporting. The testing laboratory must transmit all test results directly to the Medical Review Officer (MRO). The transmittal from the laboratory must be by secured printer or fax machine or by other means agreed upon by the Director, laboratory and MRO, to be provided by the MRO for that purpose in the MRO's facility. Results from the laboratory will **not** be transmitted by telephone.

### **A. NEGATIVE TEST RESULTS**

Upon receipt of a **negative test result**, the MRO must perform the following steps:

1. Review the laboratory report **within one day of receipt** to ensure that the Donor's identification information on laboratory test reports matches with the MRO's "collection" copy, and the Donor is accurately identified as the person having a negative test report and that the CCF and procedures were correctly followed.

**For Donors tested under Department of Transportation (DOT) drug testing regulations, a verification must be noted on the CCF which indicates that the testing was performed by laboratory certified by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) and accredited by the College of American Pathologists - Forensic Drug Testing program (C.A.P.) and that there was compliance with custody-and-control procedures and forms as**

**outlined in 49 CFR 40, Procedures for Transportation Workplace Drug and Alcohol Testing Program.**

- a. Report negative test results for DOT and NON-DOT Donors to the Director or designee.
- b. Report negative test results for CDL Donors to the Director or designee.
- c. Report negative test results to the Fire Chief or designee in accordance with Fire Department Policy.
- d. Report negative test results to the Police Chief or designee in accordance with Police Department Policy.

**B. POSITIVE TEST RESULTS**

Upon receipt of a **positive test result**, the MRO must perform the following steps:

1. For **cocaine, marijuana, and PCP positive** test results the review must be completed **on the day of receipt** of the positive laboratory results.
2. For all other substances, the review must be completed within two City of Corpus Christi workdays of receipt of positive laboratory results.
3. MRO must review the laboratory report to ensure (a) that Donor identification information on laboratory test reports and MRO's collection copy match, (b) that the Donor is accurately identified as the person having a positive test report and (c) that the CCF and procedures were correctly followed.

**For Donors tested under Department of Transportation (DOT) drug testing regulations, the MRO may also verify (a) testing was performed by a laboratory certified by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) and accredited by the College of American Pathologists - Forensic Drug Testing Program (C.A.P.), and (b) that there was compliance with custody-and-control procedures and forms as outlined 49 CFR 40, Procedures for Transportation Workplace Drug and Alcohol Testing Program.**

4. If the MRO has any questions about the test documentation or test analysis, the MRO may exercise the following two options:
  - (1) Request the laboratory records regarding the specimen testing procedures followed, and/or
  - (2) Require the retest of a Primary Specimen if questions arise as to the accuracy or validity of a positive test result. **Only the MRO has the authority to order a reanalysis of the Primary Specimen using a certified/accredited laboratory prior to reporting a positive result.**

Under DOT regulations, the Donor is **not** authorized to request a reanalysis of the **Primary Specimen**.

**In the case of City-Wide, CDL, DOT, NON DOT employees these procedures will be followed.**

5. Notify the Donor of positive test result:

- a. The MRO or his/her supervised and trained staff person may make initial contact with the Director of Human Resources or designee, or a medically licensed or certified staff person may gather information from the Donor in the case of a CDL, DOT, or NON DOT Donor. No direct communication is required between the MRO and the Donor of a current employee or pre-employment screening before verifying a positive result. But in the situation of the Fire or Police Department, the MRO **MUST** make initial contact with the employee first. A medically licensed or certified staff person may gather information from the Donor, but the MRO must communicate with Donor directly before verifying a test as positive. The MRO shall tell the Donor that MRO is an agent of the Police Department or Fire Department and advise the Donor of the positive test result and the type of illegal drug or substance reported.

Since the City's, Fire and Police Departments use a split specimen method of collection, the MRO shall notify each Donor who has a confirmed positive test that the Donor has 72 hours from the time of notification in which to request a test of the split specimen, if the test is verified as positive. If the analysis of the split specimen fails to reconfirm the positive result, the MRO shall direct, in writing, the laboratory to provide the split specimen to **another** laboratory certified by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) and accredited by the College of American Pathologists - Forensic Drug Testing program for analysis of the drug(s) or drug metabolites found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report cancellation and the reason for it to the DOT, the Director, Fire or Police Chief , or designee, along with notifying the Donor.

If a Donor has not contacted the MRO within 72 hours to request a test of the split specimen, as provided in DOT regulations, the Donor may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the Donor from timely contacting the MRO. If the MRO reasonably concludes that there is a legitimate explanation for the

Donor's failure to contact the MRO within 72 hours, the MRO shall direct that the reanalysis of the split specimen, as applicable, be performed.

b. No Direct Communication with Employees or Applicants:

The MRO may verify a test as positive without direct communication with the Donor if:

1. The Donor expressly declines the opportunity to discuss the test with \_\_\_\_\_ the MRO.
2. If the MRO cannot make contact with a Donor within 24 hours from receipt of test results, the MRO shall contact the Director of Human Resources, Fire Chief, Police Chief or designee. Failure of a Donor to respond and contact the MRO within five (5) days of receipt of a documented contact by the City's Human Resources Director, Fire Chief, Police Chief, or designee will result in the MRO verifying the test as positive without having communicated directly with the Donor. The MRO shall keep documentation on attempts to contact the Donor.
3. When other legitimate circumstances occur which unavoidably prevent the Donor from contacting the MRO, such as serious injury or illness, the MRO may reopen the verification allowing the Donor to present information relative to a confirmed positive test.

c. Review of Medical History, Records and other Biomedical Factors

1. The MRO must review medical records to ascertain if a positive result is due to legally prescribed medication. This review is based on the Donor's doctor's report, copy of a prescription, or other proof of legitimate use of medication. The Donor must provide such proof during the interview with the MRO to be held **within one (1) workday of contact with the Donor, if possible.**
2. The MRO's records must indicate one of the following explanations for a legitimate positive test:
  - (a) legally prescribed or dispensed medication;
  - (b) ingested substances producing the same metabolites as illegal substances (e.g. poppy

seeds and opiates). In such cases, clinical evidence, in addition to the urine test, must be present of unauthorized use of any opium, opiate, or opium derivative, such as recent needle tracks and/or behavioral and psychological signs of acute opiate intoxication or withdrawal;

(c) errors in CCF;

(d) errors in laboratory technical analysis.

d. Reporting Test Results by the MRO

The MRO shall only convey to the Director, Fire Chief, Police Chief, or designee whether a drug or alcohol test result is positive or negative.

1. If satisfied there exists a valid medical explanation for a positive test, the MRO will inform the Donor of the findings. The MRO will then verify that the test result is negative and report it accordingly to the Director, Fire Chief, Police Chief, or designee.
2. Upon conclusion that no legitimate medical reason exists for a positive test, the MRO will report a "verified" positive test to the Director, Fire Chief, Police Chief, or designee. The MRO will then sign a verification statement of the positive test result and will forward a copy of the laboratory results and collection form to the appropriate contact.

e. Safety Concerns:

Any safety concerns that come to the attention of the MRO through the counseling process must be directed to the designated City Physician, who will instruct the Director, Fire Chief, Police Chief, or designee, if there needs to be any limit placed on an employee for safety reasons.

f. Donor's Request for Retest

1. As provided in Paragraph 40.171 of 49 CFR, 40, if the test result of the primary specimen is positive, the Donor may request that the MRO direct that the split sample be tested in a different laboratory certified by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) and accredited by the

College of American Pathologists - Forensic Drug Testing program for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen. The MRO shall honor such a request if it is made within 72 hours of the Donor having been notified of a verified positive test result.

2. The Director will be notified by the MRO of the request for testing of the split sample portion of the specimen. Upon receipt of the result of the test of the split specimen which reaffirms the results of the test of the primary specimen, the Donor and the Director shall be notified within one City of Corpus Christi work day.
3. Upon receipt of the result of the test of a split specimen which fails to reconfirm the presence of the drugs(s) or drug metabolites found in the primary specimen, the MRO shall cancel the test, and report the cancellation and the reasons for it to the DOT, the Director, and the Donor.

Fee for transferring and re-testing of split specimen to another laboratory certified by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) and accredited by the College of American Pathologists - Forensic Drug Testing program upon timely request to MRO by a Donor, is to be paid by cash, cashier's check, or money order by the requesting Donor directly to the Contractor/Service Provider who is responsible for forwarding payment to the laboratory certified by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) and accredited by the College of American Pathologists - Forensic Drug Testing program that is performing the testing. The Donor is responsible for payment except for split specimen testing requests for Firefighters, which will be paid for by the City.

## II. DISCLOSURE OF INFORMATION

1. Information, drug testing results, or rehabilitation records provided to the MRO as part of the testing verification process:
  - a. Disclosure must be made to the Human Resources Director, or designee, City Attorney, a Department of Transportation (DOT) Agency representative, to Donors, or to a physician responsible for determining the medical qualification of the Donor under DOT

regulations, as part of an accident investigation, or where the information indicates that continued performance by an employee Donor of his/her safety-sensitive function could pose a significant safety risk.

- b. Disclosure must be made to the Director, Fire Chief, Police Chief, or designee, City Attorney, to Donors, as part of an accident investigation, or where the information indicates that continued performance by an employee Donor of his/her safety-sensitive function could pose a significant safety risk.
  - c. Upon written request, any Donor who is subject to a drug test conducted by the City shall have access from the MRO to any records relating to that drug test or to review certification or revocation of certification records.
  - d. Upon written request, the Donor may request the information described above or be disclosed to a third party.
2. Statistical data related to drug testing and rehabilitation that is not name-specific and which is formatted to comply with record-keeping requirements of 49 CFR 40 must be made available to the DOT Administrator and the Human Resources Director, or designee.
  3. Statistical data related to drug testing and rehabilitation that is not name-specific and which is formatted to comply with record-keeping requirements of 49 CFR 40 must be made available to the Fire Chief, Police Chief, or designee.

### **III. MRO STEPS IN THE REHABILITATION OF EMPLOYEE OR RETURN-TO-DUTY DETERMINATIONS OF CDL, DOT, NON DOT, POLICE DEPARTMENT OR CITY-WIDE OR GAS DEPARTMENT EMPLOYEES.**

1. The MRO makes a return-to-duty recommendation regarding when an employee Donor holding a security or safety related position may be returned to duty after failing or refusing to take a drug test.
2. The MRO must ensure that the Donor is drug free based on a drug test that shows no evidence of any current drug use.
3. The MRO ensures the Donor has been evaluated by a rehabilitation program counselor through the City's Employee Assistance Program by obtaining from the counselor an evaluation of the Donor's drug and/or alcohol use including the nature and degree of past abuse, progress in any rehabilitation effort, and prognosis and recommendations for after-care services.

4. The MRO must be satisfied with the Donor's compliance with any conditions or requirements of a rehabilitation and aftercare program in which the Donor participated.
5. The MRO, in consultation with the Director of Human Resources and the Employee Assistance Counselor, may determine a schedule of unannounced testing for a Donor who has returned to duty after rehabilitation. Such testing may be scheduled for up to sixty (60) months with the frequency determined by the MRO based on the assessment and recommendation of the counselor.

**IV. FOLLOW-UP TESTING FOR CITY-WIDE CDL, DOT AND NON DOT:**

1. Per DOT Regulations, Paragraph 40.281, et of 49 CFR 382 and 49 CFR 199, a covered employee, Donor who has been identified by a Substance Abuse Professional (SAP) as needing assistance in resolving problems with alcohol misuse and who has returned to duty involving the performance of a safety-sensitive function, shall be subject to a minimum of 6 unannounced, follow-up alcohol tests administered on behalf of the City over the following 12 months.
2. The SAP can direct additional testing during this 12-month period or for an additional period of up to a maximum of 60 months from the date the employee Donor returns to duty.
3. A positive alcohol test under DOT rules, Paragraph 40.281 of 49 CFR 40, provides that the City can conduct follow-up drug tests on an employee during the follow-up alcohol testing period, and whenever the SAP has reason to suspect drug involvement.

**V. BLIND SAMPLES REQUIRED BY DOT FOR GAS DEPARTMENT PERSONNEL**

1. The MRO shall obtain and submit three (3) blind performance test specimens for each 100 specimens processed and advise the Director whenever a blind sample has been submitted and the results of the test ascertained.
2. Approximately 80% of the blind performance test samples shall be blank (i.e., containing no drug) and the remaining samples shall be positive or "spiked" for one or more drugs per sample. Spiked samples are limited to marijuana, cocaine, opiates, amphetamines, and PCP.
3. Upon receipt of a false positive error on a blind sample which is determined to be a technical or methodological error, the MRO will advise the Director who will notify the DOT agency concerned.



## VI. RECORDKEEPING

The following records must be maintained by the MRO in a separate, secured location with access restricted to the MRO and only his/her authorized staff, the Director, and Department of Transportation representatives. **DOT drug testing records must not be filed together with other City records. Separate statistical data must be kept on all tests for Donors covered by (a) 49 CPR 199, Research and Special Programs Administration, (b) for 49 CFR 382, Federal Highway Administration, and (c) for other NON-DOT Donors tested under City Policies, including but not limited to the following:**

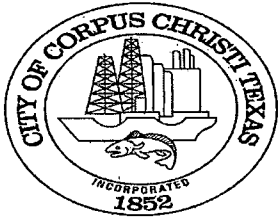
1. Drug testing data demonstrating that collection processes conformed to requirements of Agreement (5-year retention).
2. Records on positive drug test results for Donors must be retained for five (5) years and must include the following specifics:
  - a. number of Donors who failed a drug test by type of test;
  - b. records that demonstrate rehabilitation;
  - c. function performed by employee Donors who failed a test;
  - d. prohibited drug(s) used
  - e. age of Donor
3. Records on **negative** drug tests for Donors must be kept for one (1) year.
4. Records on number of employee Donors tested by type of test must be kept for five (5) years (e.g. post-accident).
5. Records maintained on blind samples sent to the laboratory in compliance with DOT regulations must be kept for five (5) years.

# Attachment B: Bid/Pricing Schedule

## CITY OF CORPUS CHRISTI

### PURCHASING DIVISION

#### RFP No. 1585 Drug and Alcohol Testing and Occupational Services



DATE: 13-Jul-18

Alliance Health Resources Mobile Division, Ltd.  
PROPOSER

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing
2. Provide your best price for each item.
3. In submitting this proposal, Proposer certifies that:
  - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
  - b. Proposer is an Equal Opportunity Employer; and the disclosure of Interest information on file with City's purchasing office, pursuant to the Code of Ordinance, is current and true.
  - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

Item	Description	Qty	Unit	Unit Price	Extended Price
1.00	Drug Screen - Post Accident EVIDENTIAL BREATH TEST	4	EA	\$15.00	\$60.00
1.01	Drug Screen - Post Accident INITIAL URINE TEST (10-PANEL Non Dot)	720	EA	\$32.00	\$23,040.00
1.02	Drug Screen - Post Accident INITIAL URINE TEST (10-PANEL Non Dot Police)	43	EA	\$32.00	\$1,376.00
1.03	Drug Screen - Pre-Employment INITIAL URINE TEST (NON-DOT)	24	EA	\$32.00	\$768.00
1.04	Drug Screen - Promotional (Police Dept)	114	EA	\$35.00	\$3,990.00
1.05	Drug Screen - Random NonDot EVIDENTIAL BREATH TEST	491	EA	\$15.00	\$7,365.00
1.06	Drug Screen - Random Dot EVIDENTIAL BREATH TEST	373	EA	\$15.00	\$5,595.00
1.07	Drug Screen - Random INITIAL URINE TEST (5-PANEL DOT)	105	EA	\$45.00	\$4,725.00
1.08	Drug Screen Random URINE TEST (10-PANEL NON-DOT)	85	EA	\$32.00	\$2,720.00

Item	Description	Qty	Unit	Unit Price	Extended Price
1.09	Drug Screen Random Police INITIAL URINE TEST (10-PANEL) Includes Tareted Anabolic Steroid Profile	57	EA	\$150.00	\$8,550.00
1.10	Drug Screen - RTW EVIDENTIAL BREATH TEST	43	EA	\$15.00	\$645.00
1.11	Drug Screen - RTW INITIAL URINE TEST (NON-DOT)	45	EA	\$32.00	\$1,440.00
1.12	Drug Screen - RTW Drug Screen	70	EA	\$32.00	\$2,240.00
1.13	Drug Screen - RTW Drug Screen Police Dept	50	EA	\$150.00	\$7,500.00
1.14	Drug Screen - Reasonable Cause (10panel Non Dot)	44	EA	\$32.00	\$1,408.00
1.15	Drug Screen - Reasonable Cause Non Dot BREATH ALCOHOL TEST	37	EA	\$15.00	\$555.00
1.16	Drug Screen - Steroid Drug Screen (Police)	7	EA	\$128.00	\$896.00
1.17	Drug Screen - Dot Preassignment	783	EA	\$45.00	\$35,235.00
1.18	Recollection - Drug Screen	72	EA	\$15.00	\$1,080.00
1.19	Hair Collection	1	EA	\$20.00	\$20.00
1.20	Blood Alcohol Test	10	EA	\$35.00	\$350.00
1.21	On-Call- On-Site (at City's requested location) blood alcohol and/or drug specimen collection outside of 8 a.m. through 5 p.m.	100	HR	\$150.00	\$15,000.00
1.22	On-Site (at City's requested location) Collection Services during regular work hours 8 a.m. through 5 p.m.	10	HR	\$50.00	\$500.00
1.23	Transferring and re-testing of split specimen to another S.A.M.S.A. - certified, C.A.P. - accredited laboratory, upon timely request to MRO or City applicant or employee.	10	EA	\$250.00	\$2,500.00
2.00	Physical - Annual/Periodic	57	EA	\$40.00	\$2,280.00
2.01	Physical - Haz Mat - Fire	46	EA	\$40.00	\$1,840.00
2.02	Physical - Pre-employment	904	EA	\$40.00	\$36,160.00
2.03	Physical - Pre-Placement	10	EA	\$40.00	\$400.00
2.04	Physical - Promotional	44	EA	\$40.00	\$1,760.00
2.05	Physical - RTW	413	EA	\$65.00	\$26,845.00
2.06	Audiogram	777	EA	\$15.00	\$11,655.00
2.07	Vision Titmus	101	EA	\$15.00	\$1,515.00
2.08	DIP/TET (Tetanus)	227	EA	\$60.00	\$13,620.00
2.09	Blood Lead	64	EA	\$46.00	\$2,944.00
2.10	Blood Lead Zpp	1	EA	\$110.00	\$110.00

Item	Description	Qty	Unit	Unit Price	Extended Price
2.11	Cardiac Risk Assessment	10	EA	\$155.00	\$1,550.00
2.12	CBC	10	EA	\$16.00	\$160.00
2.13	Chem 20 CHD	10	EA	\$57.00	\$570.00
2.14	Chem 20 CHD, CBC, UA	49	EA	\$84.00	\$4,116.00
2.15	Lipid Panel	35	EA	\$35.00	\$1,225.00
2.16	Chest X-Ray 1-view	6	EA	\$42.00	\$252.00
2.17	Check X-Ray 2-view	66	EA	\$47.00	\$3,102.00
2.18	Lumbar Spine 2 view	16	EA	\$50.00	\$800.00
2.19	X-ray Interpretation without B-read	72	EA	\$20.00	\$1,440.00
2.20	EKG	123	EA	\$42.00	\$5,166.00
2.21	Glucose Fasting (in Center)	10	EA	\$15.00	\$150.00
2.22	Grip Strength (Dynamometer)	16	EA	\$15.00	\$240.00
2.23	Hep A Vaccine	10	EA	\$75.00	\$750.00
2.24	Hep B Injections	10	EA	\$65.00	\$650.00
2.25	Hepatitis B Titer	10	EA	\$36.00	\$360.00
2.26	HIV-1 EIA Screen	10	EA	\$40.00	\$400.00
2.27	Occult Blood	10	EA	\$10.00	\$100.00
2.28	Mileage for On-Site Services	782	MILE	\$0.60	\$469.20
2.29	Prostatic Specific Antigen	10	EA	\$43.00	\$430.00
2.30	Pulmonary Function Test	121	EA	\$17.00	\$2,057.00
2.31	Rabies Series	10	EA	\$1,050.00	\$10,500.00
2.32	Rabies Titer	10	EA	\$350.00	\$3,500.00
2.33	Thyroid Stimulating Hormone (TSH)	10	EA	\$20.00	\$200.00
2.34	TB Skin Test	57	EA	\$20.00	\$1,140.00
2.35	U/A Dipstick	2	EA	\$11.00	\$22.00
2.36	PPD (Mantoux)	2	EA	\$20.00	\$40.00
2.37	Medical Office Review (MRO)	42	EA	\$15.00	\$630.00
<b>Grand Total:</b>					<b>* \$266,706.20</b>

**\*The grand total is based on estimated quantities required on an annual basis. The full contract term is 5 years, therefore the contract value is \$1,333,531.**

## Attachment C: Insurance and Bond Requirements

1. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Director Human Resources, 2 copies of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions) Including: 1. Medical Malpractice	\$1,000,000 Per Claim (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.

WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

2. ADDITIONAL REQUIREMENTS

A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
 Attn: Risk Manager  
 P.O. Box 9277  
 Corpus Christi, TX 78469-9277

D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2018 Insurance Requirements  
Purchasing  
Drug and Alcohol Testing and Occupational Medicine  
03/27/2018 sw Risk Management

**Bonds:**

Section 5. (B) is null for this agreement.

## **Attachment D: Warranty**

Section 8. Warranty of this service agreement is null; warranty is not required.