

INTER-AGENCY AGREEMENT

THIS AGREEMENT is entered into this 1st day of August, 2011 by and between Cuyahoga County (hereinafter called the "COUNTY") on behalf of the Cuyahoga County Executive Department of Human Resources (hereinafter called "CCDHR") and the Cuyahoga County Court of Common Pleas, Juvenile Division (hereinafter called the "COURT") and the Cuyahoga County Court of Common Pleas, General Division Laboratory, with principal offices located at 1276 West 3rd Street LL-01, Cleveland Ohio 44113, (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage the VENDOR'S professional and technical services to manage the CCDHR and the COURT'S Drug and Alcohol Toxicology Testing Services for Pre-Employment, Post-Accident, Fitness for Duty, Random and Reasonable Suspicion drug and alcohol testing. The VENDOR will deliver such services in accordance with industry best practices and industry best standards.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. TERM OF AGREEMENT

The initial term of this Agreement shall commence as of August 1, 2011; and unless earlier terminated in accordance with the provisions of this Agreement, shall continue in effect for a period of three (3) years from the commencement through July 31, 2014. The parties may mutually agree to extend the term of the Agreement for thirty (30) day periods as they deem necessary. The term of the Agreement will be deemed to include such renewal periods.

II. DESCRIPTION OF SERVICES – The VENDOR shall provide the following:

A. DRUG AND ALCOHOL VENDOR SERVICES

- Meet and maintain DHHS/CSAP/SAMHSA certification and criteria requirements when required (ie DOT testing) and furnish proof of certification.
- Perform collection of specimen and evaluation for 5 or 9 panel drug test;
- Perform collection of specimen and evaluation for Breath Alcohol Test;
- Perform, upon request, tests according to Federal Department of Transportation ("D.O.T.") regulations;
- Perform, upon request, tests on site at CCDHR and COURT work sites as necessary and requested;
- Use of all appropriate Chain of Custody and Control Forms;
- Guarantee a strict chain of custody beginning with the collection of the urine, blood, breath, or hair specimens and continuing through the reporting process to the Medical Review Officer and/or CCDHR and/or COURT designee;
- Provide materials necessary to obtain specimens;

- Provide qualified personnel: Laboratory collection staff - document DOT collection procedures, current laboratory collection procedures. Laboratory testing staff - Registered (ASCP) technologist/technician;
- Certified Breath Alcohol Technicians;
- Shipment of all DOT specimens to a SAMSHA certified laboratory for confirmation (Alere Toxicology Services, Inc.);
- Proper, secured storage of positive specimens for a period of no less than one (1) year;
- Split Specimen Collection-DOT and NON-DOT Tests. Five or nine panel testing with options for additional panels such as oxycodone, methamphetamines and ecstasy;
- Maintain affiliation with third party collection sites capable of collecting blood, urine, breath, or hair upon request (Third party affiliations: Reference lab testing: MetroHealth System, Alere Toxicology Services, St. Vincent's Charity Hospital, MRO services);
- Ensure the Quality Control of all third party sites;
- Provide for the daily pick-up of specimens from the collection sites as necessary;
- Provide services on a 24-hour day, 7 day per week basis;
- Expense to provide Chains of Custody to out of town locations will be included in VENDOR costs;
- Provide list of company owned and third party affiliated collection site locations within Cuyahoga County and their hours of operation;
- Specimen collection and BAT testing should be done in a timely manner, not to exceed 30 minute waiting period;
- Submit all positive testing results to the Medical Review Officer within 48 business day hours. MRO to report interpretation of initial positive tests within 96 business day hours of initial testing;
- Submit negative testing results to designated staff within 48 business day hours;
- Notify the designated and appropriate CCDHR or COURT staff within 48 business day hours of tests forwarded to the Medical Review Officer; and
- Oral and written reports on all patient information maintained as strictly confidential and will only be released to the designated person/s at the appropriate agency. Reporting may be done by confidential fax or confidential email.

B. HAIR/BLOOD ANALYSIS when required, to include:

- Collection and analysis of specimen;
- Shipment of Specimen to a Certified Hair Testing Laboratory if necessary;
- Blood Draw and Venipuncture supplies; and
- Hair and Blood testing to be done only when absolutely necessary. For example, the patient has a shy bladder or kidney disease or any other reason the MRO deems as necessary.

C. RANDOM TESTING:

CCDHR: Cuyahoga County DOT regulated Employees - Random testing is done quarterly. VENDOR will use a non-biased procedure to make a random selection and notify the Department of Public Works, Department of Development and/or Sheriff's Department of the individuals that need to be tested. Unless arrangements are made for on-site testing, the selected employees would then be instructed to report to VENDOR's laboratory. Those on second shift would be instructed to come in at the beginning of

their shift and those who are on third shift would be sent at or near end of their shift. Weekend employee can be collected by prior arrangement between CCDHR and the VENDOR.

COURT: Perform Random Toxicology (Drug and BAT) testing for employees in position classifications provided by the COURT. The VENDOR will draw 10 total numbers (this includes three alternates) no more than three (3) times per year when requested by the COURT. This equates to twenty-eight (28) random drug screens per year, which is in compliance with the policies set forth by the COURT. The VENDOR understands that staffing levels may change, requiring either a decrease or increase in the number of annual toxicology screenings. VENDOR will use a non-biased procedure to randomly select and notify the COURT of the individuals that need to be tested. They would then be instructed to report to the VENDOR'S laboratory or picked up by Sheriff's Office staff and transported to the VENDOR'S laboratory. Those on second shift would be instructed to come in at the beginning of their shift and those who are on third shift would be sent at or near end of their shift. Weekend employee can be collected by prior arrangement between COURT and the VENDOR.

D. FITNESS FOR DUTY TESTING could be done on site when needed or Protective Services can bring the employee to the laboratory.

E. VENDOR hours for collections will be made at the Lab on West 3rd Monday through Thursday from 7:30 am to 6:30 pm. Fridays from 7:30 am to 3:30 pm. Collections will include Drug Screens and BAT using Non-Federal (Non-DOT) and Federal (DOT) Chain of Custody and Control Forms (CCF) the CCF's are for the urine specimens and there is a separate CCF for the BAT that will satisfy the DOT regulations. Fitness for Duty, Reasonable Suspicion and Post-Accident employee collections at the West 3rd Street location during regular business hours outlined above.

F. EMERGENCY SITUATIONS for Fitness for Duty, Reasonable Suspicion and Post-Accident employee collections during non-business hours, Monday through Thursday from 6:30 pm to 11:00 pm and Friday 3:30 pm to 11:00 pm, will be made in the Emergency Room of St. Vincent Charity Hospital. For collections outside these hours (Monday through Thursday 11:00 pm to 7:30 am and Friday 11:00 pm to Monday 7:30 am) either Ann Snyder or Assistant Supervisor John Kucmanic will be contacted. A specific schedule will be made listing the person to call.

G. EXPERT TESTIMONY

The MRO is available for phone consultation testimony with designated staff via the telephone.

H. SAMHSA CRITERIA:

Initial Test Analyte	Cutoff Value	Confirmatory Test	Cutoff Value
Marijuana Metabolites	50 ng/mL	THCA(Delta 9 THCA)	15 ng/mL

Cocaine Metabolites	150g/mL	Benzoylcegonine	100 ng/mL
Opiate Metabolites	2000 ng/mL	Codeine	2000 ng/mL
Lab Opiate	300 ng/mL	Morphine,Codeine,Hydrocodone Hydromorphone, Oxycodone	300 ng/mL
6-Acetylmorphine (6-AM)	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine (PCP)	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamine	500 ng/mL	Amphetamine	250 ng/mL
Lab Amph/ Ecstasy(MDMA)	500 ng/mL	Amphetamine,Methamphetamine MDA, MDMA, MDEA	250 ng/mL

1: 5 Drug Panel Screen: Amphetamine, Opiates, Cocaine Metabolites, Phencyclidine and Cannabinoids.

2: 9 Panel Drug Screen UPON REQUEST: Barbiturates, Methadone, Benzodiazepines, Propoxyphene, Amphetamine, Opiates, Cocaine, Metabolites, Phencyclidine and Cannabinoids. NOTE: PROPOXYPHENE PRODUCTS WERE REMOVED FROM US MARKET BY THE FDA IN 2010.

III. OPERATIONAL DETAILS:

A. SERVICE SITE: Services are provided at:

Cuyahoga County Court of Common Pleas, General Division Laboratory, with principal offices located at 1276 West 3rd Street LL-01, Cleveland Ohio 44113,

Third party emergency site/s as necessary during non-business hours, and

A CCDHR or COURT work site when necessary

B. CONTACT PERSON:

CCDHR

Lisa S. Durkin

Deputy Director HR Operations

Cuyahoga County Executive Office of Human Resources

1255 Euclid Avenue #310

Cleveland, Ohio 44113

Phone: 216-263-4656

Fax: 216- 698-2325

ldurkin@cuyahogacounty.us

COURT

Janine Daum or Diana McAndrew
Human Resources Department
Cuyahoga County Court of Common Pleas
Juvenile Court Division
2163 East 22nd Street
Cleveland, Ohio 44115
Phone: (216) 443-8429 or (216) 443-8440
Fax: (216) 443-5037
jdaum@cuyahogacounty.us or dmcandrew@cuyahogacounty.us

VENDOR

Ann Snyder
Laboratory Manager
Cuyahoga County Court of Common Pleas
1276 W 3rd St. LL-01
Cleveland OH 44113
v-216-443-5509
f-216-443-5541
cpaxs@cuyahogacounty.us

IV. OBJECTIVES - The VENDOR shall ensure that the following Objectives and Performance Indicators are met:

A. Program Objectives

Cuyahoga County is committed to a drug free workplace for its employees. In conformance with the Drug-Free Workplace Act of 1988, the County wishes to deter and ultimately eliminate County employee use and possession of illegal drugs and abuse of alcohol and other controlled substances. To that end the County seeks to engage the services of a qualified Laboratory to perform urine, blood, hair analysis, and breathalyzer testing for potential and current County employees for the detection and identification of specified controlled substances and alcohol.

B. Performance Indicators

- VENDOR shall meet and maintain DHHS/CSAP/SAMHSA certification requirements and furnish proof of certification upon request;
- VENDOR shall meet and maintain all patient information as strictly confidential and will only be released to the designated person/s. Reporting may be done by fax or email;
- VENDOR must adhere to outlined screening and reporting timelines;
- Certified Scientists utilized for positive results only; and
- Monthly statistics reports will be issued upon request.
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V. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds.

A. Per Test Rate: A per test rate (hereinafter called the "PER TEST RATE") of the following schedule shall be paid by the CCDHR or the COURT to the VENDOR for the services as detailed in the Description of Services section:

The anticipated use rate is as follows:

The County Executive Agencies: 800 Drug Screens and Breath Alcohol Tests per year; per person to include routine 5 drug panel screen and GC/MS confirmation test, plus 9 drug panel screening upon request.

Juvenile Court: 225 Drug Screens and Breath Alcohol Tests per year; per person to include routine 5 drug panel screen and GC/MS Confirmatory test, plus 9 drug panel screening upon request.

The County can request additional breathalyzer screens, and /or blood, hair and urine screens each year.

PRICING DATA	
FURNISHING DRUG TOXICOLOGY TESTING at a total not to exceed \$102,000.00 or the expiration of the contract period August 1, 2011 – July 31, 2014.	
DRUG SCREEN: To include 5 or 9 Drug panel Plus Alcohol Screens and GC/MS Confirmatory Test routinely performed. Per test rate:	
Year 1: August 1, 2011 through July 31, 2012	\$ 26.00 _____ per person urine test 5 panel \$ 26.00 _____ per person urine test 9 panel.
Year 2 : August 1, 2012 through July 31, 2013	\$ 27.00 _____ per person urine test 5 panel \$ 27.00 _____ per person urine test 9 panel
Year 3: August 1, 2013 through July 31, 2014	\$ 28.00 _____ per person urine test 5 panel \$ 28.00 _____ per person urine test 9 panel
Breath Alcohol Test	
Year 1 Bid: August 1, 2011 through July 31, 2012	\$ 25.00 _____ per person breathalyzer test
Year 2 Bid: August 1, 2012 through July 31, 2013	\$ 26.00 _____ per person breathalyzer test
Year 3 Bid: August 1, 2013 through July 31, 2014	\$ 27.00 _____ per person breathalyzer test
ADDENDUM <ol style="list-style-type: none"> Off-hours collections (Friday 3:30PM through Monday 7:30 AM and Monday through Friday 11:00 PM to 7:30 AM) will incur an additional charge of \$120.00 Hair tests (5 tests/specimen) will be billed at \$45.00 Any tests, procedures, requests or other activities not specified within this contract will be billed at cost. 	

B. INVOICING will be done monthly from VENDOR to both CCDHR and COURT, two (2) formats will be utilized for each monthly invoice. One would include the employee information to be kept in for appropriate employees at CCOHR and COURT including SSN at the respective entity and the second copy will have no employee data and can be used for payment purposes.

- CCDHR and the COURT will be assigned separate account numbers;
- CCDHR and the COURT will be invoiced separately and billed monthly
- Invoices will be numbered for reference purposes;
- Invoices will each contain the account number;
- Each invoice at the conclusion of each month will contain the following information:
 - Name;
 - Case Number, *if applicable*
 - SSN of individual tested
 - Date of Test;
 - Type of Tests administered:
 - Number and name of drugs test for
 - Cost of each test
 - Total amount due
- Include second invoice excluding name and social security number *[suggest using last four digits]* for confidentiality.

C. Incurring Costs: The CCDHR or the COURT shall not be responsible for any cost incurred by the VENDOR prior to commencement and subsequent to the termination of this AGREEMENT.

D. Monthly Fiscal Report: The VENDOR shall, within ten (10) days following the last day of each calendar month, submit an invoice to the CCDHR and the COURT for the stipulated monthly amount. Monthly statistics shall accompany all invoices.

E. Payment: The CCDHR or the COURT shall review statistics for completeness before making payment. The invoices submitted are subject to audit by the CCDHR and the COURT.

VI. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES -

The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this AGREEMENT. Such records shall be subject to inspection, review and audit by COUNTY personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT.

VII. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the CCDHR or the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information included.

VIII. ON SITE VISITS - The COUNTY shall be allowed to access, review and discuss activities and records and shall be allowed to interview VENDOR'S staff that are served or paid in whole or in part under this AGREEMENT

IX. INDEMNITY - The VENDOR agrees to indemnify and hold harmless the CCDHR, the COURT, the COUNTY and any and all officers, agents or employees thereof against any and all liability, loss, damages, cost or expense for damages sustained by virtue of any act of the VENDOR, its officers or employees in the performance of the project under this AGREEMENT.

X. INSURANCE - The VENDOR shall carry any necessary or required insurance (i.e.; public liability, property damage, worker's compensation, malpractice insurance), to insure against any and all claims which may arise out of VENDOR'S operations under the terms of this AGREEMENT. Such coverage may be through insurance policies or self-insurance programs maintained by the VENDOR.

XI. ANTI-DISCRIMINATION - The VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.

XII. COMPLIANCE WITH COUNTY ORDINANCES - All County contracts are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Board of Control, Contracting and Purchasing Ordinance, and all contractors shall comply with all such ordinances as an integral part of all County contracts. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

XIII. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the CCDHR or the COURT.

XIV. CONFIDENTIALITY - The VENDOR shall comply with the provisions of all applicable laws, rules and regulations relating to privacy, including the Privacy Act of 1974, and shall instruct its employees to use the same degree of care as it uses with its own data to protect confidential information, including but not limited to, information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically

classified as confidential by the COURT. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate agreement with its employees to that effect

XV. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this AGREEMENT. The VENDOR shall notify the CCDHR or the COURT immediately of any sanction, change in license, and/or corrective action plan imposed by the appropriate licensing agency

XVI. AMENDMENT - This AGREEMENT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COUNTY and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.

XVII. TERMINATION - This AGREEMENT may be terminated by any party upon thirty (30) days prior written notice to the other party. Termination pursuant to this paragraph shall not affect the CCDHR or the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.

XVIII. BREACH OF AGREEMENT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this AGREEMENT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this AGREEMENT and thereafter such failure(s) is (are) waived by the CCDHR or the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the CCDHR or the COURT.

XIX. CRIMINAL RECORDS CHECK - The VENDOR shall comply with all applicable laws, including Ohio Revised Code 109.572, regarding criminal records checks for prospective employees and volunteers. The CCDHR or the COURT shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.

XX. STATE OF OHIO ETHICS REQUIREMENTS - The VENDOR shall comply with all applicable laws, rules and regulations relating to ethics.

XXI. ELECTRONIC SIGNATURES - By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY, the CCDHR, the COURT and the VENDOR have executed this AGREEMENT as of the date first above written.

Cuyahoga County Court of Common Pleas, General Division Laboratory

By: Nancy A. Fuerst
Nancy A. Fuerst, Administrative Judge

Cuyahoga County Court of Common Pleas
Juvenile Division

By: Marita Kavalec
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio
Edward FitzGerald, County Executive

By: Ed FitzGerald
Edward FitzGerald, County Executive