

PENDING APPROVAL

REQUISITION SHEET **MUST BE ATTACHED**

(Applies when agenda item requires a specific payment)

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

For the: July 08, 2010 Agenda
(Day of Meeting) (Date and Year of Meeting)

DEPT.: EH&S BY: Dan Matthews EXT. X 2194
(Department Requesting this item) (Contact person for this Item) (Contact's extension)

SUBJECT: Drug Testing Contract

NAME OF FUND: General

AGENDA ITEM DESCRIPTION: Discussion and possible action to renew contract agreement for Drug Testing with McBride Clinic, Inc.

(ALL NECESSARY DOCUMENTATION MUST BE ATTACHED FOR APPROVAL)

APPROVED BY D.A.
(If Applicable)

Assistant District Attorney

APPROVED BY PURCHASING
(If Applicable)

Purchasing Agent

APPROVED BY MIS
(If Applicable)

MIS Director

APPROVED BY ENGINEER
(If Applicable)

County Engineer

Number of ORIGINAL DOCUMENTS you have attached: _____. **NOTE:** The County Clerk will keep one original and will return the remaining originals to you. If you provide only one original, the Board Secretaries will return one photocopy to you. However, if you have special circumstances that require the County Clerk to (*check one*): ____ keep more than one original; or ____ return all originals to you, please describe them for the County Clerk's consideration: _____

Special Instructions: Contract attached and approval from D.A.

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

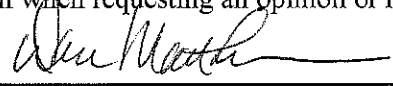
DATE OF REQUEST: 05/03/09

COUNTY DEPARTMENT MAKING REQUEST: Human Resources/Health & Safety

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Authorization of Renewal of Contract for 2010-2011 for Drug Testing Services with McBride Clinic, Inc.

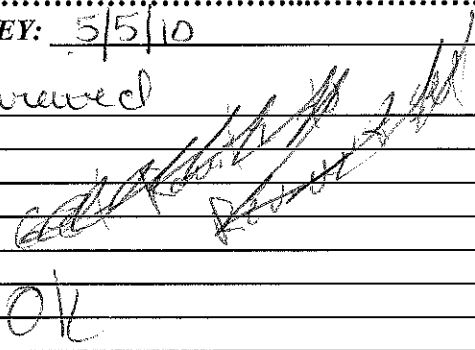
ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).



COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: 5/5/10

REPLY BY DISTRICT ATTORNEY: Reviewed


ok

RECEIVED

MAY 05 2010

CIVIL DIVISION
DISTRICT ATTORNEY

DAVID W. PRATER
DISTRICT ATTORNEY

By: 

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CONTRACT FOR DRUG TESTING

This contract is made and entered into this ____ day of _____, 2010, by and between the Board of County Commissioners of Oklahoma County, hereinafter referred to as "County", and McBride Clinic Inc, 1110 N. Lee, Ok. City, OK 73103, hereinafter referred to as McBride,

WHEREAS, it is the desire of the County to have drug testing for all new county employees.

WHEREAS, McBride Clinic Inc is prepared to offer the services requested by the County.

THEREFORE, the parties mutually agree as follows:

ARTICLE 1 SCOPE OF WORK

NON-D.O.T. CERTIFICATION

McBride Clinic Inc adheres to all personnel, equipment, and technical procedures required for drug testing in the State of Oklahoma. McBride's personnel are all trained as Breath Alcohol Technicians (BAT) and are certified as BAT's under the guidelines set forth in CFR 49 part 40. This certification also meets the requirements of the Oklahoma Standards for Workplace Drug and Alcohol Testing Act. McBride's personnel are also certified in the collection and retention of drug urine samples.

SUBSTANCE TO BE TESTED

McBride Clinic Inc will be involved in the testing of an individual's breath to determine an alcohol content using certified breath alcohol testing equipment. This testing will be conducted using breath testing devices that are listed on DOT's conforming products list. Subjects testing a 0.02 on the initial screening test will then be given a confirmation test to confirm the result obtained from the screening test.

Urine drug screen will be the quick test with any non negative sent for confirmation and medical review process for the following 10 components:

Amphetamines	Barbiturates
Cocaine	Benzodiazepines
Marijuana	Methaqualone
Phencyclidine	Methadone
Opiates	Propoxyphene



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LOCATION OF TESTING

1. All testing will be conducted at all McBride Clinic Occupational Health locations (4901 West Reno, Suite 500, Oklahoma City, OK 73127; and 3406 South Boulevard, Edmond, OK 73013; and 9600 N Broadway Ext, Oklahoma City, OK 73114) or on-site as designated by Oklahoma County.

COMMUNICATION OF TEST RESULTS

McBride Clinic Inc will communicate the test results and interpretations to the Oklahoma County Authorized Representative in a strictly confidential manner, in which all reports are communicated in written form to Oklahoma County Authorized Representative Only! All written report of test results or interpretations shall be forwarded to the authorized Representative via first class mail, stamped on the envelope with "CONFIDENTIAL; TO BE OPENED BY ADDRESSEE ONLY".

MCBRIDE CLINIC INC INDEMNIFICATION OF THE County

McBride Clinic Inc acknowledges that the County shall have no responsibility to liability for errors or omissions of McBride, its employees, or agents during the term of this Agreement. McBride Clinic Inc shall indemnify, defend, and hold the County harmless from any damages, penalties, fines, costs, and expenses, including without limitation, reasonable attorney's fees, expert witness fees, and the cost of defense which may be asserted against the County arising out of or relating to any error, omission, or negligence of McBride, its employees, or agents; any intentional misconduct of McBride, its employees or agents; any breach or non-compliance by McBride, its employees or agents with the terms and provisions of the Agreement.

SUPPLIES

Prices for the necessary supplies for testing are included in the prices on the attached price list. Supplies include mouthpieces, gas cylinders for calibration, security seal tape, and forms.

LITIGATION SUPPORT

If any governmental investigation, administrative proceeding, or lawsuit is brought against the County arising from or related to the testing performed by McBride under this agreement, McBride will provide administrative support to the County in defense of any such investigation, proceeding, or lawsuit. Such support shall include, but is not limited to, documentation on test procedures, certified copies of test results, as well as expert technical testimony for an additional



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cost.

NOTICE OF CLAIMS/LITIGATION

The County and McBride agree to notify each other within three (3) business days of receipt of notice of any investigation, administrative proceeding, claim, demand, or lawsuit arising from or related to alcohol testing performed by McBride for the County pursuant to this agreement. Each party shall provide full cooperation to the other party at all times during the pendency of any such investigation, administrative proceeding, claim, demand, or lawsuit.

PAYMENT TERMS

The County's payment due date will be thirty (30) days following the date of the invoice.

PRICING

McBride agrees to keep the pricing held forth by this agreement firm for the duration of this agreement. The prices for the alcohol testing are included in Attachment A.

This Agreement and the interpretation and enforcement thereof shall be governed by the laws of the State of Oklahoma.

The Agreement sets forth the entire understanding and Agreement between McBride and Oklahoma County with respect to the services set forth herein. If any terms or provisions of this agreement are held invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall nevertheless continue in full force and effect.

ARTICLE 2 TERM OF CONTRACT

This contract shall become effective when signed by both parties and shall terminate June 30, 2011 with four 1 year options to renew under current terms. Both parties agree to discuss extending the contract another year sixty (60) days prior to the end of the contract.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a first name followed by a last name.

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ARTICLE 3 ALLOWABLE COST AND PAYMENT

McBride will provide services to the County per the following fee schedule:

Drug and Alcohol Screening:

Includes collection at provider lab, initial test, confirmation,
Medical review and reporting. \$22.00 per test (drug)

Includes on site collection, initial test, confirmation,
Medical review and reporting. \$22.00 per test (drug)

Includes breath alcohol test, conformation,
Medical review and reporting. \$30.00 per test (drug)

Onsite Fees:

Medical Assistant being onsite for collections. Medical
Assistant is not to remain onsite for any collection lasting
longer than 2 hours \$20/hr

Non employee blood born pathogen exposure panel test
for source. Onsite hourly fee applies to blood collections,
not to exceed 2 hours. This Panel is a Hep B surface antigen,
Hep C AB and HIV 1&2 AB test. \$150/panel

PLEASE NOTE:

ALL PRICES INCLUDE:

DRUG AND ALCOHOL SCREENING TESTS

DRUG AND ALCOHOL CONFIRMATION TESTS

PROGRAM IMPLEMENTATION ASSISTANCE

PROGRAM MANAGEMENT ASSISTANCE

URINE COLLECTION FEES

URINE COLLECTION KITS



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CHAIN OF CUSTODY SEALS/LABELS

CHAIN OF CUSTODY FORMS

CERTIFIED COURIER SERVICES

ARTICLE 4 SPECIAL PROVISIONS

1. All services offered pursuant to the Contract must be authorized by the Oklahoma County Environmental Health & Safety Department prior to delivery.
2. Oklahoma County shall remain the sole owner of all employee related records, charts, results and other related data. McBride shall have the right to obtain and maintain copies of such records, charts, results and related data. To the extent permissible under applicable law.
3. McBride shall not impose any additional fees on individual clients for services provided pursuant to this Contract.

ARTICLE 5 RESPONSIBILITY TO INFORM

McBride agrees to inform and accepts responsibility for informing each examined applicant of any abnormalities found on the physical examination, laboratory test, or any other evaluation performed pursuant to this contract which may require medical treatment and/or follow up in order to prevent said applicant's morbidity or mortality in accordance with accepted standards of medical practice.

Applicants sample will be split in the presence of the applicant. The primary sample and split sample will be forwarded together to the laboratory. The split sample for a sample found to be positive will be held at that laboratory for 60 days.

ARTICLE 6 ACCESS TO BOOKS AND RECORDS

McBride will, with prior written notice, during regular business hours, and to the extent permissible under applicable law make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. To the extent allowed under Oklahoma Laws, Open Records Act and Federal Freedom of Information Act such inspection shall be available up to 5 years after the rendering of such services. If McBride carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12-month period with a related individual or organization, McBride agrees to include this requirement in any such subcontract. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the County or McBride by virtue of this Agreement.



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ARTICLE 7 LIABILITY

McBride or its agents shall perform the work under this Contract as an independent contractor and agrees that Oklahoma County is to be free from all liabilities and damages resulting from its performance hereunder. It is further understood that McBride assumes complete responsibility for and will indemnify the County and hold the County harmless for any of the services performed by McBride pursuant to this contract. McBride further agrees to maintain adequate liability and malpractice insurance to cover any services performed under this contract and agrees to provide Oklahoma County with Certificate of Insurance Verification.

ARTICLE 8 CANCELLATION/TERMINATION

This Contract may be terminated by either party for any reason with a thirty (30) day written notice.

ARTICLE 9 MODIFICATION

No modifications of this agreement will be recognized unless made in writing and signed by both parties.

ARTICLE 10 NOTICES

Any notices required or permitted hereunder shall be sufficiently given if sent by certified mail, postage prepaid, addressed as follows:

If to County: Board of County Commissioners
320 Robert S. Kerr
Oklahoma City, Oklahoma 73102
Attention: Marilyn Jones

If to Clinic: McBride Clinic Inc
1110 N. Lee
Ok. City, OK 73103
Attention: Jim Jones

or to such other addresses as shall be furnished in writing by either party; and any such notice shall be deemed to have been give, if mailed as provided herein, as of the date mailed.

ARTICLE 11 LAW

This Agreement is made in Oklahoma and shall be construed, interpreted, and governed by the laws of the State of Oklahoma.



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ARTICLE 12 SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

ARTICLE 13 ENTIRE AGREEMENT

This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof.

ARTICLE 14 INTERPRETATION

The defined terms used herein are for convenience only.

ARTICLE 15 NO WAIVER

No waiver of a breach of any provision of this Contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Contract shall be construed to be a waiver of such breach.

ARTICLE 16 VARIATION OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

ARTICLE 17 AUTHORIZATION FOR AGREEMENT

The execution and performance of this Contract by McBride and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligation of McBride and County in accordance with its terms.

ARTICLE 18 TERM OF AGREEMENT AND CANCELLATIONS.

The initial term of this agreement shall be one year ending June 30, 2010. This Agreement is renewable for four successive one (1) year periods thereafter, upon mutual written agreement by the parties.

IN WITNESS THEREOF, the County and McBride Clinic Inc have executed this Contract on the day and year written above.



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APPROVED this _____ day of _____, 2010.

APPROVED BY
COUNTY DEPARTMENT

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Department Head
5/7/2010

District Attorney

Chairman

Member

Member

Attest:

Carolynn Caudill, County Clerk

*APPROVED ASST. DA
5/7/2010*

McBride Clinic Inc,

McBride CEO 5/17/10

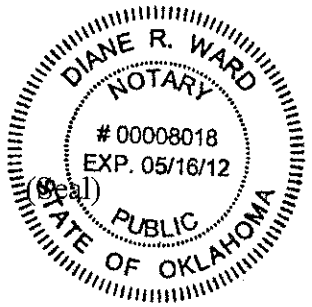
Name Title

Diane R. Ward

Notary Signature

Commission Expires 5/16/2012

Commission Number 00008018



McBride Drug Test
2010-11

JJ.

