

**LANCASTER GENERAL HEALTH
OCCUPATIONAL MEDICINE DEPARTMENT
RANDOM DRUG TESTING POOL AGREEMENT
2017-2018**

Manheim Township School District (hereinafter referred to as "the District") hereby agrees to participate in a random drug testing pool for its students participating in athletics and co-curricular activities, as well as those who volunteer to participate in the program. This random pool, to be called "Lancaster General Health Occupational Medicine/Manheim Township School District Pool" (hereafter "The Pool"), will be administered by Lancaster General Health Occupational Medicine, 2110 Harrisburg Pike, Suite 21, Lancaster, PA 17604-3200 (hereafter "LG Health"), which will also provide Medical Review Officer (MRO) services.

I. Responsibilities of the District

- A. It is the responsibility of the District to determine and include only its students subject to the drug screening policy (hereafter "the Policy").
- B. For random selection of students to be tested, the District will provide to LG Health a list of non-identifiable descriptors of students to be entered into the Pool. Non-identifiable descriptors could consist of, for example, numerical sequences. The District will perform the matching of descriptors randomly chosen by LG Health with actual student names. LG Health will never be given a list of actual student identifiers.
- C. The District will provide to LG Health the name(s) of the individuals within the District who serve as a Designated Employer Representative(s) (DER) and who may be contacted regarding the random selection and the right to be notified of and/or receive the testing results. Information provided should include both the primary and alternate DER's along with their telephone and confidential FAX numbers.
- D. It is understood that the notification to the District of students selected is confidential and that the authorized contact persons shall not disclose the names of the students selected for testing to any non-authorized individuals prior to notifying the student of his/her selection to be tested.
- E. The District will ensure that the students report for testing on the date determined by the District, which will be provided by the District no later than the time of notification of the students selected for testing. If a student is absent on the day of testing, one of 5 alternately selected students will be tested.
- F. The District will notify LG Health of any eligible student status changes *as soon as they occur* and *no later than the deadline date of the current selection period*. Such changes include, but are not limited to the following:
 - 1. Terminated students to be removed from the Pool; and/or

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2. Students who are on an extended absence such as vacation, illness, injury, etc. As long as there is a reasonable expectation that the student will be returning to school the student shall remain in the Random Pool.
 3. Newly enrolled students.
- G. The District will provide an updated list of its students by the deadline date of the current selection period.
- H. If requested to do so by the MRO, the District will make a reasonable attempt to contact a parent who has not responded to the MRO's attempts to discuss a student's controlled substances test result. The District will provide the MRO with written evidence of its attempts to contact the parent/guardian in writing.
- I. The District shall pay LG Health for services within the scope of this agreement and agrees to accept final responsibility for payment of the services. Services may include any charges incurred for providing testimony in court or deposition.
- J. The District agrees that LG Health, its MRO, physicians, employees or agents assume no responsibility for maintaining or enforcing the District's controlled substance policy.
- K. The District will assure that student and parent consent forms are executed and are on file.

II. Responsibilities of LG Health

- A. All testing performed by LG Health will be conducted in conformity with federal regulations.
- B. LG Health will be responsible for the selection of the students to be random tested as follows:
1. LG Health will conduct random selections in compliance with the District's Drug Screening Policy.
 2. The list of students to be tested through the use of nonidentifiable descriptors shall be randomly selected, computer-generated and confidential.
 3. The testing frequency will be mutually determined by LG Health and the District's Superintendent during the school year. The District's Superintendent will decide upon testing dates.
 4. The list of students selected for the District will be provided to the District's DER marked "*Confidential*".

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- C. The scope of MRO services include, but are not limited to the following:
 - 1. Review of drug screening results in accordance with the District's Policy.
 - 2. Contacting the donor's parent and/or guardian if necessary to discuss the results of any positive test. This contact may include a request to the District by the MRO to contact the donor on his/her behalf.
 - 3. The MRO will forward a final result for each controlled substance test in accordance with the District's Policy.
- D. LG Health and/or MRO will maintain all records in accordance with the District's Policy.
- E. LG Health will provide annual statistical summaries for the Pool if requested.

III. Miscellaneous Provisions

- A. This Agreement does not constitute a contract of employment. The relationship of LG Health to the District created by this Agreement is that of an independent contractor. The District and LG Health further agrees that LG Health's MRO(s), physicians, employees or agents shall not be considered to be employees of the District.
- B. Indemnifications
 - 1. LG Health agrees that it shall indemnify and defend the District, its officers, directors, employees or agents from all claims, demands, actions or other proceedings asserted or commenced against them by any person or entity arising from the negligent or intentional acts of LG Health in the performance of any service under this Agreement.
 - 2. Without waiving any immunity provided to the District under The Political Subdivision Tort Claims Act, The District agrees to indemnify and defend LG Health from all claims, demands, actions or other proceedings asserted or commenced against them by any person or entity arising from the negligent or intentional acts of the District, its officers, employees or agents in the performance of any service under this Agreement, whether or not acting within the scope of their authority.
- C. Neither the District nor LG Health shall assign or transfer its obligations or rights in this Agreement without the written consent of the other. Nothing herein shall be construed as giving rights or benefits herein to anyone other than the District or LG Health.
- D. If during the term or any subsequent term of this Agreement there is a significant change(s) in the requirements of the District's Policy affecting the contracted services covered under this Agreement or the contracted services are significantly affected as the result of other regulatory changes or changes mandated by federal, state, or local law, both parties agree to re-negotiate the services and fees.

- E. The responsibilities, obligations, and liabilities shall survive the term of this Agreement.

IV. Fee Schedule

- A. See Attachment I. Fee Schedule, for all pricing.
- B. LG Health reserves the right to review prices and adjust them to reflect its general pricing policies from time-to-time.

V. Term

- A. This Agreement shall be in effect for a period of one year from the date of execution. Either party may terminate the Agreement with a 30-day written notice to the other party sent via certified mail, with a copy also sent by regular mail. The 30- day period will commence with the post-mark date of the certified article and/or the post-mark date of the notification sent via regular mail, whichever comes first.
- B. Both parties may terminate the Agreement by mutual consent and waive the 30-day period only if all District students selected prior to the mutual agreement to terminate have been tested.
- C. LG Health may terminate the Agreement for non-payment of services at any time upon written notice to the District of its intentions to terminate the Agreement following a good faith effort to collect payment. If the Agreement is terminated under these conditions, the 30-day period will be considered to be waived.

Either the District or LG Health may either terminate the Agreement for non-compliance if either party fails to perform its responsibilities under this Agreement.

- E. Notification of termination of the Agreement will be addressed as follows:

- 1. To LG Health:

Attention: Manager
Lancaster General Health Occupational Medicine
2110 Harrisburg Pike - Suite 21
P.O. Box 3200
Lancaster, PA 17604-3200

- 2. To School:

Attention: Superintendent
Manheim Township School District
P.O. Box 5134
Lancaster, PA 17606-5134

VI. Execution of Agreement

Intending to be legally bound, the District agrees to enter into the Lancaster General Health Occupational Medicine Random Substance Abuse Testing Program with LG Health. The Agreement will commence on the date the Agreement is endorsed by the LG Health. Both parties agree to abide by the terms of the Agreement as evidenced by the signatures below:

By District:

Date Signature, Authorized Representative

By Lancaster General Health:

Date Signature, Authorized Representative

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Attachment I. Fee Schedule

Set up of collection area before each random testing session	\$25.00
5-Panel urine Drug Screen (Includes specimen collection, lab testing and MRO function.)	\$41.00 each
5-Panel Rapid Urine Drug Screen (Negatives)	\$30.00
Confirmation Test for Non-Negative Specimen (Includes specimen collection, lab testing and MRO function.)	\$25.00
8-Panel Urine Drug Screen (Includes specimen collection, lab testing and MRO function.)	\$41.00
10-Panel Urine Drug Screen (Includes specimen collection, lab testing and MRO function.)	\$44.00
Retesting specimen if there is a challenge on a positive test result	\$65.00
Clinical hourly fee	\$35.00
Yearly administrative fee for random pool	\$500.00

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