

AGREEMENT BETWEEN THE CITY OF LINCOLN, NEBRASKA,
AND WESTERN PATHOLOGY CONSULTANTS, INC.
FOR DRUG AND ALCOHOL TESTING SERVICES

THIS AGREEMENT is entered into this 1st day of January, 2018, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City" and Western Pathology Consultants, Inc., a Nebraska corporation, hereinafter referred to as "Contractor."

WHEREAS, the City proposes to engage Contractor in accordance with the terms and conditions set forth herein to render drug and alcohol testing services; and

WHEREAS, Contractor possesses certain skills, experience, education, and competency to perform these services on behalf of the City, and City desires to engage Contractor for such special services on the terms herein provided:

NOW, THEREFORE, IN CONSIDERATION of the mutual obligations of the parties hereto, the parties do agree as follows:

I.

EMPLOYMENT OF CONTRACTOR

The City hereby agrees to engage Contractor, and Contractor agrees to perform drug and alcohol testing services on behalf of the City in accordance with U.S. Department of Transportation and Federal Highway Administration regulations, which services are more particularly set forth herein.

II.

ADMINISTRATOR OF AGREEMENT

Douglas Thorpe, Employment Technician, shall be the City's representative for the purposes of administering this Agreement. Crystal Didier, National Sales Consultant shall be in charge of performance of this Agreement on behalf of Contractor.

III.

SCOPE OF SERVICES

Contractor agrees to undertake, perform, and complete in an expeditious, satisfactory, and professional manner all of the services required by the City which are set forth in the Scope of Services, a copy of which is attached hereto, marked as Attachment "A" and made a part hereof by reference.

IV.

TERM OF AGREEMENT

This Agreement shall begin on January 1, 2018 and expires on December 31, 2020.

V.

COMPENSATION

The City agrees to pay Contractor in accordance with the pricing schedule which is attached hereto, marked as Attachment "B" and Attachment "C" and made a part hereof by reference, for such services actually provided hereunder, payment to be made monthly upon submittal of a billing to the City.

VI.

SERVICES TO BE CONFIDENTIAL

All services, including reports, opinions, and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City.

VII.

NON-RAIDING CLAUSE

Contractor shall not engage the services of any person or persons presently in the employ of the City for work covered by this Agreement without the written consent of the City.

VIII.

TERMINATION OF AGREEMENT FOR CAUSE

The City may terminate this Agreement upon giving written notice to Contractor of such termination because of any of the following:

- A. Failure to perform the required services in a satisfactory and timely manner.
- B. Loss of certification as a substance abuse and mental health services administration approved laboratory.
- C. Breach of any of the terms and conditions of this contract.
- D. The non-appropriation by the City of finding sufficient to continue with the terms and conditions of this agreement.

In the event of termination as provided herein, Contractor shall be paid for all services satisfactorily performed up to the date of termination.

IX.
CHANGES

The City may include under this Agreement testimony of employees of any other agency of the City of Lincoln upon the same terms and at the same prices as are set forth herein in the scope of the services of Contractor to be performed hereunder.

Any increase or decrease in the amount of Contractor's compensation and changes in the terms of this Agreement which are mutually agreed upon by and between the City and Contractor shall be effective when incorporated in written amendments to this Agreement.

X.
EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of work under this Agreement, Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Contractor shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status. Contractor shall submit an affirmative action program information sheet to the City pursuant to City of Lincoln Executive Order No. 38000 upon a form prescribed by the City. Failure of Contractor to abide by the terms and conditions of the affirmative action program as approved during the contract period shall be deemed to be a substantial and willful violation of this Agreement and may result in termination of this Agreement.

XI.
ASSIGNABILITY

Contractor shall not assign any interest in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to Contractor from the City under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.

XII.

INTEREST OF CONTRACTOR

Contractor covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by him under this Agreement.

XIII.

INSURANCE AND HOLD HARMLESS

Contractor agrees to maintain such insurance as will fully protect both Contractor and the City from any and all claims under any workmen's compensation act or employer's liability laws, and from any and all other claims of whatsoever kind or nature for damage to property or for bodily injury, including death, made by anyone whomsoever which may arise from the work performed under this Agreement, either by Contractor, or by anyone directly or indirectly engaged or employed by it. Contractor shall exonerate, indemnify, and hold harmless the City from and against, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to Contractor or any such employees of Contractor as may be engaged in the performance of this Agreement. The City and its agents and employees shall not be, nor be held liable for any liabilities, penalties, or forfeitures or for any damages to goods, properties, or effects of Contractor, or of any other persons whatsoever, nor for any personal injury caused by or resulting from any negligent act or omission of Contractor. Contractor further agrees to indemnify and hold harmless the City and the City's agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expenses incurred by the City on account of any claim therefor.

XIV.

AUDIT PROVISION

The contractor shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor as defined therein, copies of all financial and performance related records and materials germane to this agreement, as allowed by law.

XV.

NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

City of Lincoln, Nebraska
Human Resources Department
Attn: Douglas Thorpe
555 South 10th Street, Room 302
Lincoln, NE 68508

Western Pathology Consultants, Inc.
1321 Broadway
Scottsbluff, NE 69361

XVI.

INDEPENDENT CONTRACTOR

It is agreed that City is interested only in the results obtained and that Contractor shall perform as an independent contractor. Contractor is, for all purposes arising out of this Agreement, an independent contractor, and it shall not be deemed an employee of the City. It is expressly understood and agreed that Contractor shall in no event be entitled to any benefits to which City's employees are entitled, including, but not limited to, overtime, any retirement benefits, workmen's compensation benefits, and injury leave or other leave benefits.

XVII.

NEBRASKA LAW

This Agreement shall be construed and interpreted according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first written above.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation

City Clerk

Mayor

WITNESS:

WESTERN PATHOLOGY CONSULTANTS,
INC., a Nebraska Corporation



National Sales Consultant

SCOPE OF SERVICES

DRUG AND ALCOHOL TESTING

1. INTENT

1.1 Request for proposal (RFP) is to contract with a company and/or organization to provide drug and/or alcohol testing services to the City of Lincoln/Lancaster County in accordance with U. S. Department of Transportation (DOT), Federal Transit Authority (FTA), Federal Motor Carrier Safety Administration (FMCSA) regulations and Lincoln Firefighters Association (IAFF) Local 644 testing program and policy.

1.2 Proposals may be submitted as "Full Service" or "Component Service".

1.2.1 Full service proposals are required to meet all elements of a fully DOT and IAFF Local 644 compliant drug and alcohol testing program.

1.2.2 Component service programs allow the submitter to propose to provide one of more of the elements of a program.

1.2.3 Acceptance of component service proposals requires a full complement of service offered which will meet City of Lincoln/Lancaster County need for DOT and IAFF Local 644 compliance.

1.2.4 The length of each Contract is requested for three years with the option to renew for an additional three years.

1.2.5 Depending upon clarity and precise scope of services, the fees listed can be negotiated.

2. GENERAL INFORMATION

2.1 Covers employees in safety sensitive functions in accordance with who:

2.1.1 Operate revenue service vehicles including when not in revenue service

2.1.2 Operate non-revenue service vehicles that require drivers to hold CDL's

2.1.3 Dispatcher controlled revenue service vehicles

2.2 Approximate number of employees and applicants tested in 2013

2.2.1 440 5 panel drug tests

2.2.2 89 breath alcohol tests

2.3 Non-DOT employees

- 2.4 The City of Lincoln/Lancaster County reserves the right to add the testing of other employees.
3. SCOPE OF SERVICES NOTE: "full service" shall mean to include every item or element required by DOT/FTA/FMCSA and IAFF Local 644 policy.
- 3.1 Contractor shall operate a "turnkey" drug and alcohol testing program which is in total and complete compliance with all applicable federal and state laws.
- 3.2 Program shall include (but not be limited to) the following essential elements:
- 3.2.1 Department of Health and Human Services (DHHS) approved laboratory.
 - 3.2.1.1 Must provide certification reports and audit reports after each DHHS evaluation.
 - 3.2.1.2 Must provide prompt turn around time for all drug/alcohol test results. A maximum of 24 hour turn around on pre-employment and random.
 - 3.2.1.3 Must provide certification of abiding by and complying with requirements of 49 CFR part 40.
 - 3.2.1.4 Price quoted should be both a bundled and itemized price for the initial assay as well as GC/MS confirmation.
 - 3.2.1.5 Must provide resumes and scientific credentials of all certifying MRO's.
 - 3.2.1.6 Must be able to communicate electronically with MRO(s).
 - 3.2.1.7 Provide pricing for rejected specimens.
 - 3.2.1.8 Must provide evidence of contracts with other DHHS certified labs in the event of loss of certification.
 - 3.2.1.9 Must be willing to indemnify Owner for any and all judgments relating to services provided under this contract.
 - 3.2.1.10 Must provide statistical reports as provided in 49 CFR.
 - 3.2.2 24-hour 7 day a week collection services drugs; and/or collection services alcohol.
 - 3.2.3 Mobile and/or site collection services.
 - 3.2.4. Medical Review Officer (MRO) system.

- 3.2.4.1 Certified by the American Association of Medical Review Officers.
- 3.2.4.2 Must provide price for positive, negative and split sample test results.
- 3.2.4.3 Must be familiar with DOT rules and regulations.
- 3.2.4.4 Submission of evidence of ability to electronically receive and communicate test results while maintaining confidentiality.
- 3.2.4.5 Disclosure of any pending litigation against MRO regarding test results.
- 3.2.4.6 Program must include procedures and ability to do random selection for more than one random group.
- 3.2.4.7 Contractor is required to submit blind proficiency samples.
- 3.2.4.8 Contractor is required to do testing and show evidence of ability to provide employee assistance training to minimum required by federal regulations.
- 3.2.4.9 Required to provide 365 day/year 24 hour a day post accident services.
- 3.2.4.10 A statement of indemnification to effectively indemnify the City of Lincoln/Lancaster County from any breach of standard by MRO.
- 3.2.4.11 Reports and record keeping as set forth in 49 CFR.
- 3.2.5 Policy Development/Consultation Services.
- 3.2.6 Random testing selection and management procedures.
- 3.2.7 Quality control programs
- 3.2.8 Record keeping policy
- 3.2.9 Federal report preparation
- 3.2.10 Employee education and supervisory training
- 3.2.11 Confidentiality in accordance with 49 CFR
- 3.3 Submitter may make a proposal for all or part of required services.

- 3.4 The City of Lincoln/Lancaster County reserves the right to negotiate each service independently or as a group.

4. COVERED DRUGS

- 4.1 Marijuana
- 4.2 Cocaine
- 4.3 Opiates (i.e., heroin, morphine, codeine)
- 4.4 Phencyclidine (PCP)
- 4.5 Amphetamines (example: MDMA (Ecstasy) racemic amphetamine, dextroamphetamine, methamphetamine)
- 4.6 Alcohol

5. TYPES OF TESTING FOR BOTH ALCOHOL AND DRUGS

- 5.1 Pre-employment
- 5.2 Reasonable cause/suspicion
- 5.3 Post accident
- 5.4 Random
- 5.5 Return to duty
- 5.6 Follow-up
- 5.7 Blind performance testing

6. WORK LOCATION/HOURS

- 6.1 Available 24 hour/day 7 days/week, 365 days/year
- 6.2 Work-sites of employees subject to testing may be in following Nebraska cities:
 - 6.2.1 Lincoln
 - 6.2.2 Ashland
 - 6.2.3 Waverly
 - 6.2.4 Davey
 - 6.2.5 Malcolm
 - 6.2.6 Denton
 - 6.2.7 Roca
 - 6.2.8 Sprague
 - 6.2.9 Walton
 - 6.2.10 Raymond
 - 6.2.11 Kramer
 - 6.2.12 Emerald
 - 6.2.13 Bennett
 - 6.2.14 Hickman
 - 6.2.15 Panama
 - 6.2.16 Firth
 - 6.2.17 Hallam

7. REFERENCES

- 7.1 Proposals shall include at least three written references for program administrator, to include:
 - 7.1.1 Complete name of client,
 - 7.1.2 Approximate number of employees covered,
 - 7.1.3 Contact person's name, address and phone number.
- 7.2 Inclusion of this information shall grant permission to contact listed individuals for a reference.
- 7.3 Include governmental entities if available.

8. OTHER SERVICES

- 8.1 Proposals shall also include any non-required elements together with applicable fees and charges. Such elements shall include:
 - 8.1.1. Legal representation
 - 8.1.2 Audit preparation
 - 8.1.3 Any other non-required services offered
- 8.2 Proposals may include any additional information which the program administrator may consider essential to the rendering of a quality testing program.
- 8.3 Continuation of these services will be solely at the City of Lincoln/Lancaster County's discretion and dependent upon the need and the Consultant's performance and willingness to negotiate a fair and reasonable contract for the subsequent work.

9. OTHER RESPONSIBILITIES

- 9.1 All parties of any Agency agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.
- 9.2 The contractor shall not execute any contract or obligate itself in any manner with any third party with respect to the project provided herein without prior written concurrence of the City of Lincoln/Lancaster County Personnel Department.

- 9.3 The City of Lincoln/Lancaster County provides equal opportunity for all submitters⁶ and encourages minority businesses and women's business enterprises to participate in our bidding process per the Lincoln Municipal Code Chapter 11.
- 9.4 During the term of this contract, the contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986.
- 9.5 Neither the contractor nor any of its contractors or subcontractors shall enter into any contract or subcontract or arrangement in connection with the program in which any officer, agent, or employee of the contractor during his tenure or from one year thereafter has any financial interest direct or indirect.
- 9.6 The City of Lincoln/Lancaster County shall not be obligated or be liable hereunder to any party other than the contractor.

10. PROPOSAL FEE CONTENTS

- 10.1 The length of the proposal shall not exceed 30 pages.
 - 10.1.1 Resumes of personnel are not included in the proposal length count.
 - 10.1.2 A brochure providing the resume data would be acceptable.
- 10.2 Expected Cost of Service: Your firm's estimate of the proposed fees for the services outlined in this informal request for proposal
 - 10.2.1 Included with the proposal shall be a pricing schedule covering every element of a full DOT/FTA/FMCSA & Lincoln Firefighters Association (IAFF) Local 44 compliance testing program. Pricing schedule shall be based on a per test cost or bundled rate including such items as:
 - 10.2.1.1 Collection fee, supplies, chain of custody
 - 10.2.1.2 Transportation of specimen
 - 10.2.1.3 5 panel test
 - 10.2.1.4 Cost for DOT test results.
 - 10.2.1.5 Cost for NON-DOT test results
 - 10.2.1.6 Cost for Split sample test results
 - 10.2.1.7 Medical Review Officer service

- 10.2.1.8 Computer generated random selection for more than one group.
- 10.2.1.9 Random record maintenance for more than one group.
- 10.2.1.10 Statistical reports for each governmental group.
- 10.2.1.11 Certification & verification.
- 10.2.1.12 Positive specimen documentation storage.
- 10.2.1.13 Blind specimen & maintenance.
- 10.2.1.14 Employee record set up.
- 10.2.1.15 Employee record maintenance.
- 10.2.1.16 Annual administration.
- 10.2.2 Ability to bill City of Lincoln and Lancaster County separately.
 - 10.2.2.1 Different accounts for each City of Lincoln departments.
 - 10.2.2.2 Different accounts for each Lancaster County departments.
 - 10.2.3 Depending upon clarity and precise scope of services the fees listed can be negotiated.
- 10.3 The length of the Contract is request for three years with the option to renew for additional three one-year periods.

11. EVALUATION CRITERIA

- 11.1 All proposals will be evaluated on the following criteria:
 - 11.1.1 Proposed personnel qualifications and firm's experience.
 - 11.1.2 Demonstrated past performance on similar projects.
 - 11.1.3 Clarity, conciseness, and organization of the proposal.
 - 11.1.4 Comments and opinions provided by references.

12. SUBMITTAL PROCEDURE AND CONTENTS

- 12.1 Submitter's proposal must be submitted in the format outlined below:
 - 12.1.1 State the full name and address of your organization.
 - 12.1.2 Include the name and telephone number of personnel of your organization authorized to negotiate the proposed contract.
 - 12.1.3 Proposals shall be submitted divided into sections, each section shall start at the top of a new page and shall cover the information relevant to the section as outlined below:
 - 12.1.1 Policy Development/Consultation Services
 - 12.1.2 Collection Site(s)/Services
 - 12.1.3 Random Selection
 - 12.1.4 Laboratory
 - 12.1.5 MRO
 - 12.1.6 Records, Reports, Confidentiality
 - 12.1.7 Employee and Supervisor Training
 - 12.1.8 Non-Required Items or other value added services
 - 12.1.9 Credentials - Proposals shall include the following for both the program administrator and the MRO(s)
- 12.2 Descriptive statement including a copy of charter of incorporation, principal owner, officers, number of employees, area covered, number of current active clients, number of years administering DOT drug testing programs, etc.
- 12.3 Resumes for senior key staff members.
- 12.4 Organizational chart showing reporting relationships.
- 12.5 Proof of professional liability insurance carried by program administrator, and lab.
- 12.6 Proof of professional liability and medical malpractice insurance carried by each MRO.
- 12.7 Subcontractors.

- 12.8 Please submit three (3) copies of your proposal to Mr. Douglas Thorpe, Employment Technician, 555 South 10th Street, Room 302, Lincoln, Nebraska 68508, not later than 4:30 pm October 29, 2014.
- 12.9 Respondents using the U. S. mail should be aware and allow for delivery prior to that time.
- 12.10 Responses received after that date and time will not be considered.
- 12.11 Please address any questions you may have to Douglas Thorpe, Employment Technician, (402) 441-7531.

13. SELECTION PROCEDURE AND SCHEDULE

- 13.1 The City of Lincoln/Lancaster County is interested in proceeding with this program effective as close to January 1, 2015, as possible.
- 13.2 The following schedule has been established for the receipt and review of the proposals:
 - 13.2.1 Receipt of proposals October 29, 2014
 - 13.2.2 Interview firms of top ranked proposals week of November 10, 2014
 - 13.2.3 Negotiate and award by November 19, 2014



W P C I

The Nation's Premier Comprehensive Drug Program Administrator
 1321 Broadway, Smithbluff, NE 69361 308-632-7411 800-642-3176 FAX 308-632-6438

Date of Quote: 10/28/2014

Quote # WLF081114A

City of Lincoln/Lancaster County

Doug Thorpe

Employment Technician

555 South 10th Street, Room 107

Lincoln, NE 68508

Phone: (402) 441-7531

Fax: (402) 441-7300

E-Mail: dthorpe@cilincoln.ne.us

I DRUG AND ALCOHOL TESTING SERVICES

A. SPECIMEN COLLECTION (Fixed collection site only)

Includes, but not limited to, the following:

1. Arrange specimen collection services and availability;
2. Monitor collection sites for ongoing quality assurance;
3. Monitor Custody and Control Forms (CCF or drug test);
4. Receive and honor collection site invoices for specimen collection;
5. Centralize collection scheduling.

BREATH ALCOHOL COLLECTION 8am to 4:30 pm	\$ 35.00 each
BREATH ALCOHOL COLLECTION 4:30 pm to 8:00 am	\$ 59.50 each
URINE COLLECTION 8:30 am to 4:30 pm	\$ 25.50 each
MOBILE COLLECTION & AFTER HOURS	\$ - SEE SEPARATE QUOTE

(EMERGENCY AND MOBILE COLLECTION SERVICES BILLED UNDER SEPARATE QUOTE)

(Collection quota valid for WPCI selected sites only)

B. LABORATORY SPECIMEN TESTING

Includes, but not limited to, the following:

1. Insure the timely shipments of supplies;
2. Monitor laboratory performance and compliance;
3. Monitor laboratory turnaround times;
4. Receive and honor laboratory invoices for testing;
5. Provide blind proficiency testing;
6. Shipping and handling fees included;
7. GCMS confirmation fees included; and
8. D&L Isomers and 6 AM fees included

URINE LABORATORY TEST	\$ 19.50 each
HAIR LABORATORY TEST	\$ - Not Quoted
HAIR SPECIMEN SHIPPING FEE	\$ - Not Quoted
ORAL FLUID LABORATORY TEST	\$ - Not Quoted

C. MRO SERVICES

Includes, but not limited to, the following:

1. Maintain electronic communication with drug testing laboratory(s);
2. Report negative test results the same day as received from testing laboratory;
3. Contact with employee and/or contractor subsequent to positive test results;
4. Contract with SAMHSA certified laboratory(s) for testing a "split specimen" if requested;
5. Maintain records pursuant to 49 CFR Part 40;
6. Provide twenty four (24) hour, seven (7) day accessibility;
7. Provide litigation package preparation as may be necessary (additional fee)
8. Provide telephone deposition and testimony as may be necessary (additional fee).

MRO REVIEW - URINE	\$ 6.00 each
MRO REVIEW - HAIR	\$ - Not Quoted
MRO REVIEW - ORAL FLUID	\$ - Not Quoted

D. ADMIN & DATA MANAGEMENT SERVICES

Includes, but not limited to, the following:

1. Maintain random selection pool(s);
2. Notification of random test selections;
3. Monitor drug and alcohol testing regulations;
4. Provide ongoing policy consultation and support;
5. Afford client service support;
6. Assist with quarterly and annual statistical reports as requested
7. Policy development and recommendations.

ADMIN & DATA MANAGEMENT \$ - Not Quoted

TOTAL FEE FOR SERVICES - ALCOHOL \$ 37.50 each

TOTAL FEE FOR SERVICES - URINE \$ 85.00 each *51.00*

TOTAL FEE FOR SERVICES - HAIR \$ 26.50 each

TOTAL FEE FOR SERVICES - CAP INCLUSIVE \$ 4.18 PER EMPLOYEE/MONTH

*****MOBILE COLLECTION FEES - SEE FOLLOWING PAGE

II. ADDITIONAL SERVICES

A. Video Training Supervisor or Employee	\$ 50.00 each	
B. Annual Policy Renewal Fee After First Year	\$ -	No Charge if using
C. Annual Random Pool Fee After First Year	\$ 500.00	CAP Pricing Above
D. Split Sample Testing, Different Lab	\$ 225.00	Ea.
E. On-Site supervisor and employee training--	\$ 2,250.00	First Day; \$1,250.00/day subsequent
F. Litigation package--	\$ 125.00	Ea.
G. Expert Testimony and Deposition--	\$ 300.00	Per Hr.
H. Substance Abuse Professional (SAP) service--	Separate	Quote
I. Employee background checks--	Separate	Quote <i>Coming 1/1/2015</i>

PAYMENT TERMS

Client acknowledges that payment is due to WPCI upon receipt of invoice.

A finance charge of 1-1/2% will be applied each month to any outstanding balance until amounts due are paid in full. In the event of default on any payment, Client agrees to pay WPCI reasonable costs of collection but not limited to attorney fees, court costs, outstanding charges, in addition to other amounts owed.

This agreement shall be in accordance with the above quote for a term of three (3) years unless cancelled by either Client or WPCI on thirty (30) days written notice sent certified mail.

It is understood and agreed that each of the parties shall be responsible for its own applicable regulatory compliance and its own acts and omissions and that each party agrees to indemnify the other from any and all liability (including reasonable attorneys fees) for its own acts and omissions.

COMPLETE AGREEMENT & DISPUTE RESOLUTION PROCEDURE

The above quoted fees for services and terms shall serve as the complete agreement between the parties and shall be governed by the laws of the State of Nebraska. If any dispute should arise, it is understood that mediation and arbitration in Scottsbluff, Nebraska, at the offices of WPCI, shall be the method by which disputes are resolved. Fees subject to change with 30 day notice.

WPCI: *Bill Johnson*

CLIENT: _____

DATE: 10/29/2014

DATE: _____

(THIS QUOTE IS VALID FOR 60 DAYS FROM THE DATE ABOVE UNLESS REVISED BY WPCI)



W P C I

The Nation's Premier Comprehensive Drug Program Administrator
1321 Broadway, Scottsbluff, NE 69361 308-632-7411 800-682-5176 FAX 308-632-6448

CITY OF LINCOLN/LANCASTER COUNTY
MOBILE COLLECTION PRICING
4:30 PM TO 8 AM BUSINESS DAYS

- I. MOBILE Client's site(s) - *Mobile service requires as much advance notice as possible, and in the case of multiple routine collections, consecutive scheduling of the collections shall occur. Sundays and holidays are 1.5 x the mobile rates.*
- II. SET UP FEE \$75.00 One-Time fee/call
- III. HOURLY FEE \$130.00/ hour
- IV. MILEAGE \$.70 per mile (adjustable)

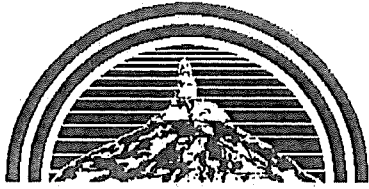
NOTE: NORMAL RATES WILL APPLY PER TEST FOR LAB, MRO, AND COLLECTION FOR EACH COLLECTION.

REJECTED SPECIMEN FEE:

Specimen rejection fees are based on the component that is erred and the component that errors is not charged. The laboratory fee is charged only when the laboratory completes testing on the specimen. Under DOT circumstances if the laboratory does not run the test, the MRO must cancel the test; therefore, there is only the MRO fee. If the collection site erred, the collection fee is not charged. Also, if the specimen is completed at no fault of any component (Lab, MRO, or Collection), the entire fee is charged.

Another advantage to the CAP Fee pricing is that these fees are not charged.

Bill Ferguson
Director of Sales
800-262-0132
801-469-1984 Efax



W P C I

The Nation's Premier Comprehensive Drug Program Administrator

PO Box 1936, Scottsbluff, NE 69363-1936 308-632-7411 FAX 308-632-8422

December 5, 2017

City of Lincoln
 City/County Human Resources Dept.
 Doug Thorpe
 Employment Technician
 555 South 10th Street
 Lincoln, NE 68508

Dear Mr. Thorpe:

Please consider extending the contract for drug testing until December 31, 2020.

We would also like consideration be given to adding some additional fees that have developed after the initial contract that we are being charged on occasion from collection sites.

Altering of CCF'S	\$20.00 per collection
Observed collections	\$25.00 per collection
Refusals/No shows	\$25.00 per no show
Confirmation of BATS	\$35.00 per collection
Mileage	\$.70 per mile

After hours fees, wait time, and return to duty charges may also apply and varies by collection site.

WPCI expects there to be a number of significant changes to DOT 49 CFR part 40 rules. We have invested a great deal of time in planning for these changes to make them as smooth as possible for our clients. Some of them have not been finalized and published in the Federal register but it seems clear these changes are coming. WPCI will be ready and able to continue to service all of our DOT accounts when these are finalized. All of these changes may necessarily force an increase in WPCI pricing in the future.

One change that has occurred and is effective January 1, 2018 by HHS is the addition on synthetic Opioids to the drug panels. Sometimes also referred to as an expanded Opioids panel. This will likely result in higher lab costs to test the additional drugs. Also MROs will be checking more prescriptions as most of these drugs are widely prescribed.

Electronic CCFs. In an effort to streamline the collection and testing process the DOT has finalized a rule to allow for electronic CCFs to be used for almost all DOT collections. Thus far none of the labs that WPCI works with has been fully approved for electronic CCFs but it is coming.

The FMCSA "Clearinghouse" database. Basically this will be a national database of drivers that have violated DOT drug and/or alcohol policies. This will be a significant change for all FMCSA entities. There should be only a limited effect on FTA entities but we just can't be sure until the final rule is published.

If you have any questions or concerns please give us a call.

We have always enjoyed working with the City of Lincoln/Lancaster County. Please have a Wonderful Holiday Season!

Sincerely,

A handwritten signature in cursive script that reads "Crystal Didier".

Crystal Didier
National Sales Consultant
WPCI
800-682-5176
crystal@wpcidrugfree.com