

CONTRACT AGREEMENT
WITH SPORT SAFE TESTING SERVICE, INC.

THIS AGREEMENT, is made and entered into this 15 day of June, 2015 by and between Wattsburg Area School District (hereinafter "Wattsburg Area Schools") and SPORT SAFE Testing Service, Inc., (hereinafter "SPORT SAFE").

RECITALS:

WHEREAS, Wattsburg Area Schools has instituted a Student Drug and Alcohol Testing Policy.

WHEREAS, SPORT SAFE is in the business of promoting and developing drug testing programs for high schools, conduct of drug testing, and providing medical review of drug tests results.

NOW THEREFORE, in consideration of the agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Relationship Established: SPORT SAFE is not an employee of Wattsburg Area Schools for any purpose whatsoever but is an independent medical vendor who shall have control over the manner and means of performing services under this Agreement. Wattsburg Area Schools shall not have the right to require SPORT SAFE to do anything which would jeopardize the relationship of a medical vendor. SPORT SAFE does not have, nor assumes, any right, power, or authority to create any contract or obligation, either expressed or implied, on behalf of, in the name of, or binding upon Wattsburg Area Schools. SPORT SAFE shall be solely responsible for complying with all applicable income reporting and withholding requirements of the Internal Revenue Code, State and Local Income Tax laws and regulations, Workers' Compensation laws, Social Security Tax (FICA), Self-Employment Tax, and Unemployment Compensation laws. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT Wattsburg Area SCHOOLS SHALL **NOT** PROVIDE WORKERS' COMPENSATION COVERAGE OR UNEMPLOYMENT COMPENSATION COVERAGE FOR SPORT SAFE.

2. Term of Agreement: This Agreement shall continue in full force through June 30, 2016. This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for an additional three (3) years, in one(1) year periods, unless one(1) or both parties issue written notice 30 days prior to the scheduled ending date. This contract may be terminated at the option of either party with a fourteen(14) day written notice. Service performed under the agreement in succeeding fiscal years for the term of the agreement contingent upon funds being appropriated by the Legislature or otherwise available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30.

3. Services: SPORT SAFE shall perform specific services needed by Wattsburg Area Schools from time to time to consist of:

a. Provide a urine drug testing process for the Student Drug and Alcohol Testing Policy which includes but not limited to:

1. Maintain an eligibility pool of students from provided demographic information consisting of names, social security or student ID numbers, dates of birth, gender,

and class year;

2. Perform random selections of eligible students from the pool of students using percentages provided by Wattsburg Area Schools;
3. Collection of urine toxicology specimens from students for each cycle following approved collection protocols; and

b. Provide Medical Review Officer services for all urine drug tests which include but not limited to:

1. Reviewing of all results prior to release to school official;
2. Contacting parents when any positive drug tests occur to determine if any prescribed medication may have caused the positive results;
3. Certifying drug screen results as positive or negative and reporting these results to the appropriate school official in a confidential manner; and

c. Provide an initial educational in-service for faculty, staff, students and parents/guardians on the process of drug testing, if requested.

d. Establish a **Partner Program** for drug testing of students at the request of the parent/guardian.

4. **Minimal Requirements:** SPORT SAFE agrees to meet or exceed the following minimum requirements as they pertain to this contract:

a. **Collection of Urine Specimens:** SPORT SAFE will see that the collection of urine specimens as required by the Wattsburg Area Schools Student Drug and Alcohol Testing Policy follows approved guidelines. SPORT SAFE will provide only qualified collectors who will do collections at determined times at the specified location within the Wattsburg Area Schools. Chain of Custody forms will be provided by SPORT SAFE and/or the contracted laboratory of SPORT SAFE, that meet the criteria of the Wattsburg Area Schools Student Drug and Alcohol Testing Policy and that of the testing laboratory. Students will be given as much privacy as reasonably possible in the obtaining of the specimen.

b. **Laboratory Qualifications:** SPORT SAFE will have all urine specimens tested for the specified illicit or banned substances by a qualified laboratory certified by the **Substance Abuse and Mental Health Services Administration (SAMHSA)** following the guidelines of the **Department of Health and Human Services (HHS)**. The testing laboratory should have greater than 10 years experience in toxicology testing and chain-of-custody procedures. All specimens must be initially tested using a highly accurate immunoassay technique, with all presumptive positive results then confirmed by a **Gas Chromatography/Mass Spectroscopy (GC/MS)** confirmatory test. All specimens will undergo validity testing.

The testing laboratory must be able to test for the following drug classes, substances or their metabolites in collected urine specimens:

Alcohol	Amphetamines	Anabolic Steroids	Barbiturates
Benzodiazepines	Cocaine Metabolites	LSD	Marijuana
Metabolites	Methadone	Methaqualone	Nicotine
Opiates	Phencyclidine	Propoxyphene	Ecstasy

c. **Medical Review Officer Qualifications:** SPORT SAFE will provide MRO services by a licensed physician. The MRO must be certified by the **Medical Review Officer Certification Council (MROCC)** or the **American Association of Medical Review Officers** as having proven by examination to have had the appropriate medical training to interpret and evaluate drug test results and thus qualified for certification as a Medical Review Officer. Additionally the MRO must demonstrate a willingness to abide by the Wattsburg Area Schools Student Drug and Alcohol Testing Policy as to the evaluation of positive drug tests, contacting of parents/guardians, and reporting findings to the appropriate school official in a timely and confidential manner. All results will be kept on file for a period of seven years.

d. **Statistical Reporting and Confidentiality of Urine Drug Test Results:** SPORT SAFE, the testing laboratory, or MRO may not release any statistics on the rate of positive drug tests to any person, organization, news publication or media without expressed written consent of the Wattsburg Area School District Board of Education. However, SPORT SAFE will provide an annual report showing the number of tests performed, rate of positive and negative tests, and what substances were found in the positive urine specimens to the designated individual(s) from Wattsburg Area Schools.

5. **Payment:** Wattsburg Area Schools agrees to pay SPORT SAFE for all services rendered according to the following fee schedule:

a. Urine Drug Testing - On site collection of 15 or more:

Urine Substance Abuse Panel - 10A

(EMIT and GC/MS Confirmation) at \$29.00 per test;

(includes: **Alcohol**, Amphetamines Barbiturates, Benzodiazepines (Valium), Cocaine, Marijuana, Methadone, Opiates (Codeine), Phencyclidine, and Propoxyphene (Darvon))

Add-on testing:

ETG Alcohol Testing at \$10.00 each

Urine Ecstasy Testing at \$3.00 each

Commonly Abused Anabolic Steroids at \$30.00 each.

Nicotine at \$9.00 each

b. Complete MRO services at no additional cost.

c. Validity Testing at no additional cost.

6. **Wattsburg Area Schools to Protect Trade Secrets:** Wattsburg Area Schools hereby acknowledges that the nature of the business in which SPORT SAFE is engaged depends upon the confidentiality of ideas, information, lists, know-how, records or other materials, and intellectual property (hereinafter collectively referred to as "Trade Secrets"), to which Wattsburg Area Schools may be exposed, which Trade Secrets are among SPORT SAFE's most valuable assets, and that disclosure of any part or portion of the Trade Secrets to any third party or entity either during the term of this Agreement or at any time after the Termination Date. In the event this Agreement is terminated, Wattsburg Area Schools shall not take with it, and shall also immediately return to SPORT SAFE, any original copies of any documents, models, or drawings, containing or disclosing any part or portion of the Trade Secrets. The obligations and covenants of Wattsburg Area Schools pursuant to this paragraph 6 shall survive the term of this Agreement.

7. **Miscellaneous:**

- a. This Agreement shall be construed, enforced and interpreted in accordance with the laws of Pennsylvania..
- b. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- c. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- d. This Agreement shall be binding upon and shall insure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto hereby enter into and execute this Agreement on the day and year first above written.

SPORT SAFE Testing Service, Inc.

By: 

Christopher M. Franz, Owner

Wattsburg Area School District

By: _____