

Sample Interagency Agreement

The California Department of Human Resources (hereafter "CalHR") and the Department of _____ (hereafter "_____"), agree as follows:

Statement of Work

CalHR shall provide to _____ the following drug testing program services:

- Statewide 24 hours/7 days-a-week urine collection/breath alcohol testing services using Evidential Breath Testing devices and trained Breath Alcohol Technicians.
- Laboratory services to perform chemical analyses of urine specimens to determine whether a person from whom the specimen was taken has been using certain types of drugs and/or alcohol.
- Medical Review Officer services for the review of urine and alcohol test results.
- Expert testimony at appeal or court hearings as required by the State.
- Statewide training and information services for impacted employees, supervisors, managers and training for trainers through a system which may include on-site training, video cassettes and/or self-study training materials.
- Random selection and notification services for the random testing component of the _____ testing program(s). (Commercial Driver License, Bargaining Unit 06, etc.) (not provided for "state" testing)
- Automated personnel database and recordkeeping system. (not provided for "state" testing)
- Annual management information system report. (not provided for "state" testing)
- A statewide network of Substance Abuse Professional (SAP) services that provide face-to-face SAP services for affected employees of the State of California. (optional for "state" testing)

Term of Agreement

The term of this Agreement is _____ through _____.

Amount Payable

The total amount payable under this Agreement shall not exceed \$_____.

The Department shall pay all of the following fees and charges:

Annual fees:

- An annual fee of up to \$105.00 per employee covered by FHWA Regulations 49 CFR Part 382, et al. (not charged for “state” testing)
- An annual fee of up to \$105.00 per employee covered by USCG Regulations 46 CFR 16 and 4. (not charged for “state” testing)
- An annual fee of up to \$105.00 per employee covered by the BU06 Random Testing Program. (not charged for “state” testing)
- A fee of up to \$40.00 per test for employees covered by DPA Rules 599.960-599.966 and SPB Rules 213.0-213.6. (charged for “state” testing)

Substance Testing Services:

Comprehensive Drug Testing, Inc. (CDT) – S1150006, Amendment 2
February 1, 2012 – June 30, 2014

Urine Collection Services

Standard Rate (Monday – Friday, 8 a.m. – 5 p.m. PST)	\$16.60
After Hours (for collection sites whose standard business hours are outside 8 a.m. – 5 p.m. PST)	\$25.00
After Hours Collections Occurring Outside Standard Business Hours* (for collection sites that remain open beyond their standard operating hours to perform urine collections)	\$25.00
Holidays/Weekends	\$50.00
Collections Exceeding Standard Rate**	\$80.00

Breath Alcohol Testing Services

Standard Rate (Monday – Friday, 8 a.m. – 5 p.m. PST)	\$27.75
After Hours (for collection sites whose standard business hours are outside 8 a.m. – 5 p.m. PST)	\$35.00
After Hours Tests Occurring Outside Standard Business Hours*	\$35.00

(for collection sites that remain open beyond their standard operating hours to perform breath alcohol tests)

Holidays/Weekends/After Hours	\$50.00
Tests Exceeding Standard Rate**	\$80.00
Laboratory Services	
Basic Panel A (Pre-Employment – 6 Substances) – NON DOT	
Screens	\$10.75
GC/MS Confirmations	\$0.00
Basic Panel A (6 Substances) – DOT	
Screens	\$10.75
GC/MS Confirmations	\$0.00
6-MAM Tests (run for each specimen)	\$12.50
Basic Panel B (Reasonable Suspicion – 8 Substances)	
Screens	\$10.75
GC/MS Confirmations	\$0.00
Basic Panel B (CDCR Reasonable Suspicion/Random – 8 Substances)	
Screens	\$10.75
GC/MS Confirmations	\$0.00
6-MAM Tests (run for each specimen)	\$12.50
Ecstasy	\$1.00
Extra Services	
Blind Specimens	\$0.00
Flawed Specimens	\$0.00
Split Specimens	\$75.00
D/L Isomer Tests	\$50.00
6-MAM Tests	\$12.50
Synthetic Opiates***	\$1.75
Adulteration Screening	\$25.00
Fee for Consultant/Expert Testimony	\$50.00/Hour
Medical Review Officer Services	
Test Review	
Negative	\$2.50
Positive	\$2.50
Fee for Consultant/Expert Testimony	\$150.00/Hour
Mobile/24-Hour Collection Services	
Breath Alcohol Testing	

Standard Rate (Monday – Friday, 8 a.m. – 5 p.m. PST)	\$120.00
Holidays/Weekends	\$150.00
Urine Drug Testing	
Standard Rate (Monday – Friday, 8 a.m. – 5 p.m. PST)	\$120.00
Holidays/Weekends/After Hours	\$150.00
Other Fees	
Waiting Time	
\$0.00/Hour	
Mileage Rate	\$0.00/Mile

Training and Informational Services

Training (Employee, Supervisor, etc.)
\$25.00/Hour

- * After Hours Collections Occurring Outside Standard Business Hours – This fee is for collection sites that are willing to accommodate the State should a delay in the collection process occur (e.g. shy bladder) and the collection site is willing to remain open to complete the collection process.
- ** This rate allows for collection/testing rates that exceed the Standard Rate when additional sites are requested by the State. Addition of any site which charges above the Standard Rate must be approved by the State prior to implementation.
- *** The State does not currently test for synthetic opiates. This rate allows for testing rates should these drugs be added to the panel at a later date.

Upon request, the Contractor agrees to provide training regarding drug testing and Chain of Custody procedures to designated State employees and/or collection site personnel. This shall be provided at the rate specified by the Contractor in its bid proposal which as been incorporated into this Agreement.

Substance Abuse Professional Services:

SAP Referral Services, LLC (SRS) – S1150002
July 1, 2011 – June 30, 2015

Employee Evaluations (optional for “state” testing)	\$545.00/case
Consultant/Expert Testimony Fee (optional for “state” testing)	\$230.00/hour

Invoicing and Payment for Services

CalHR shall submit invoices monthly, in arrears, to the Department including the Department's name, the number of this Agreement, the period of time covered and an itemization of charges. Invoices shall be submitted to:

The Department shall pay each invoice no later than 30 days after the billing date of that invoice. Each payment shall be accompanied by a statement detailing the amount paid against each charge, in addition to the monthly sum paid. Each payment shall be mailed to:

Julie Lowe
California Department of Human Resources
Benefits and Training Division
1515 S Street, North Building, Suite 400
Sacramento, CA 95811-7258

Failure to provide CalHR with prompt payment, as specified, in this Agreement, may result in Department's employees being withheld from a random draw.