



# CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31120	Edison ID 24562	Contract #	Amendment # 2		
Contractor Legal Entity Name Mid-South Drug Testing, Inc.			Edison Vendor ID 140544		
Amendment Purpose & Effect(s) To extend contract term three months					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: March 31, 2016			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	155,550.00				155,550.00
2012	311,100.00				311,100.00
2013	311,100.00				311,100.00
2014	311,100.00				311,100.00
2015	311,100.00				311,100.00
2016	200,000.00				200,000.00
TOTAL:	1,599,950.00				1,599,950.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <i>Lisa C Parker</i>			CPO USE		
Speed Chart (optional)		Account Code (optional)			



**AMENDMENT Two  
OF CONTRACT 24562**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Mid-South Drug Testing, Inc, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B is deleted in its entirety and replaced with the following:
  - B. This Contract shall be effective on January 1, 2011 ("Effective Date") and extend for a period of sixty-three (63) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
2. Contract section C.3. is deleted in its entirety and replaced with the following:
  - C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
    - a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
    - b. The Contractor shall be compensated based upon the following payment methodology:

Service Description	Amount (per compensable increment)							
	1/1/2011- 6/30/2011	7/1/2011- 6/30/2012	7/1/2012- 6/30/2013	7/1/2013- 6/30/2014	7/1/2014- 6/30/2015	7/1/2015- 12/31/2015	1/1/2016- 3/31/2016	
12 Panel Drug Test M-F 8 a.m.-5 p.m.	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$75.00/each
Alcohol Evidential Breath Testing (EBT) M-F 8 a.m.-5 p.m.	\$33.00/ EACH	\$33.00/ EACH	\$33.00/ EACH	\$33.00/ EACH	\$33.00/ EACH	\$33.00/ EACH	\$33.00/ EACH	\$75.00/each
Commercial Driver's License (CDL) 5 Panel	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$75.00/each
12 panel Drug Test 5 p.m.- 8 a.m. M-F, Saturday and Sunday	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$135.00/each
Alcohol Evidential Breath Testing (EBT) 5 p.m.- 8 a.m. M-F, Saturday and Sunday	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$135.00/each
Commercial Driver's License (CDL) 5 Panel 5 p.m.- 8 a.m. M-F, Saturday and Sunday	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$135.00/each

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the



Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective Jan. 1, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Mid-South Drug Testing, Inc.:

*Kelly L. Dobbins*

12.14.15

SIGNATURE

DATE

Kelly L. Dobbins

PRINTED NAME AND TITLE OF SIGNATORY (above)

Tennessee Department of Correction:

*Derrick D. Schofield*

12-30-2015

Derrick D. Schofield, Commissioner

DATE

7. The following is added as Contract section E.14.

**E.14. Prison Rape Elimination Act Compliance**

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**Mid-South Drug Testing, Inc.:**



05.28.15

SIGNATURE

DATE

Kelly L Dobbins, President

PRINTED NAME AND TITLE OF SIGNATORY (above)

**Tennessee Department of Correction:**

Derrick D. Schofield, Commissioner

DATE



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 32901-31120	<b>Edison ID</b> 24562	<b>Contract #</b>	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> Mid-South Drug Testing, Inc.			<b>Edison Vendor ID</b> 140544		
<b>Amendment Purpose &amp; Effect(s)</b> Extend contract term through Dec. 31, 2015, add Term Extension, Revenue and PREA clauses, update State contact information					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> Dec. 31, 2015			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):</b>			<b>\$ 200,000.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2011	155,550.00				155,550.00
2012	311,100.00				311,100.00
2013	311,100.00				311,100.00
2014	311,100.00				311,100.00
2015	311,100.00				311,100.00
2016	200,000.00				200,000.00
<b>TOTAL:</b>	<b>1,599,950.00</b>				<b>1,599,950.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
<b>Sneed Chart (optional)</b>		<b>Account Code (optional)</b>			

7/1/15 - 12/31/15  
 Priscilla.Wainwright@tn.gov

**AMENDMENT 1  
OF CONTRACT 24562**

This Amendment is made and entered by and between the State of Tennessee, Correction, hereinafter referred to as the "State" and Mid-South Drug Testing, Inc, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract section A.5.
  - A.5. **DIRECT SECURE MESSAGING**
    - a) If reports, spreadsheets or other documents, prepared by the Contractor, include Patient Health Information (PHI), the Contractor is required to use DIRECT Secure e-mail using a DIRECT accredited Health Information Service Provider (HISP) to transport those documents to the Procuring State Agency Staff.
    - b) If the Contractor subcontracts services to external mental health providers and PHI is transported from these external mental health providers to the Contractor or PHI is transported from external mental health providers to the Procuring State Agency, the PHI shall be transported via DIRECT Secure e-mail using a DIRECT accredited Health Information Service Provider (HISP).
2. Contract section B. is deleted in its entirety and replaced with the following:
  - B.1. This Contract shall be effective on January 1, 2011 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
  - B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
3. Contract section C.1. is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, Five Hundred Ninety-Nine Thousand, Nine Hundred Fifty Dollars (\$1,599,950.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
4. Contract section C.3. is deleted in its entirety and replaced with the following:
  - C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
    - a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
    - b. The Contractor shall be compensated based upon the following payment methodology:

Service Description	Amount (per compensable increment)					
	1/1/2011- 6/30/2011	7/1/2011- 6/30/2012	7/1/2012- 6/30/2013	7/1/2013- 6/30/2014	7/1/2014- 6/30/2015	7/1/2015- 12/31/2015
12 Panel Drug Test	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH
Alcohol Evidential Breath Testing (EBT)	\$33.00/ EACH	\$33.00/ EACH	\$33.00/ EACH	\$33.00/ EACH	\$33.00/ EACH	\$33.00/ EACH
Commercial Driver's License (CDL) 5 Panel	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH

5. The following is added as Contract section D.22.

D.22 Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

6. Delete Section E.2. and replace with the following:

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Dr. Marina Cadreche, Assistant Commissioner, Rehabilitative Services  
Tennessee Department of Correction  
320 Sixth Avenue North  
Nashville TN 37243  
Marina.Cadreche@tn.gov  
Telephone # (615) 253-8260  
FAX # (615) 253-4846

The Contractor:

Kelly Dobbins-Martino, President  
Mid-South Drug Testing, Inc.  
3294 Poplar Avenue, Suite 250  
P.O. Box 111243  
Memphis TN 38111  
kellydobbins@midsouthdrugtesting.com  
Telephone # (901) 320-9295  
FAX # (901) 320-9359

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.



# CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

<b>Begin Date</b> January 1, 2011	<b>End Date</b> June 30, 2015	<b>Agency Tracking #</b> 32901-31120	<b>Edison ID</b> 24562
<b>Contractor Legal Entity Name</b> Mid-South Drug Testing, Inc.			<b>Registration ID</b> 20519
<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		<b>CFDA #</b>	<b>FEIN or SSN</b> 27-3361962

**Service Caption (one line only)**  
Employee Drug Testing

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	155,550.00				155,550.00
2012	311,100.00				311,100.00
2013	311,100.00				311,100.00
2014	311,100.00				311,100.00
2015	311,100.00				311,100.00
<b>TOTAL:</b>	<b>1,399,950.00</b>				<b>1,399,950.00</b>

**American Recovery and Reinvestment Act (ARRA) Funding:**  YES  NO

**Ownership/Control**

African American     Asian     Hispanic     Native American     Female

Person w/Disability     Small Business     Government     NOT Minority/Disadvantaged

Other:

**Selection Method & Process Summary (mark the correct response to confirm the associated summary)**

RFP    The procurement process was completed in accordance with the approved RFP document and associated regulations.

Competitive Negotiation    The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.

Alternative Competitive Method    The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.

Non-Competitive Negotiation    The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.

Other    The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*D. Gallaher/Ep*



Secured Document

# FA1134243

<b>Speed Code</b>	<b>Account Code</b> 70803000
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**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CORRECTION  
AND  
MID-SOUTH DRUG TESTING, INC.**

This Contract, by and between the State of Tennessee, **DEPARTMENT OF CORRECTION**, hereinafter referred to as the "State" and **MID-SOUTH DRUG TESTING, INC.**, hereinafter referred to as the "Contractor," is for the provision of **EMPLOYEE DRUG TESTING**, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.

Contractor Federal Employer Identification, Social Security, or Edison Registration ID # 27-3361962

Contractor Place of Incorporation or Organization: Memphis, Tennessee

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

**A.2. PURPOSE**

This contract is for the administration of a comprehensive employee drug and alcohol testing program and related services for the Tennessee Department of Correction (TDOC) and in addition may include testing of about seventy five (75) TRICOR employees each year out of a total of approximately 220, at locations as reflected in Attachment TWO- TDOC Facility Locations, and Attachment THREE- TDOC Worksite Addresses. TDOC policy #302.12, Attachment FOUR, dealing with drug-free workplace, is the governing policy. Updates can be accessed at:

<http://www.tennessee.gov/correction/employment/employmt.html>

**A.3. DEFINITIONS**

Words or phrases used in this section are as defined.

A. **Alcohol:** Has the same meaning as in the federal regulations describing procedures for the testing of alcohol by programs operating pursuant to the authority of the United States Department of Transportation as currently compiled at 49 Code of Federal Regulations (C.F.R.) Part 40, as the same may be revised from time to time.

B. **Chain of Custody:** The methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances, and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.

C. **Commissioner:** The Commissioner of the Tennessee Department of Correction.

D. **Commercial Driver's License (CDL)** – Conducted in accordance with the Federal Department of Transportation (DOT) for all Licensed Commercial Driver's License.

E. **Confirmation Test:** A second analytical procedure to identify the presence of alcohol or a specific drug or its metabolites in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity and quantitative accuracy.

- F. Department. The Tennessee Department of Correction.
- G. Department of Health and Human Services (DHHS)
- H. Employee: For purposes of this contract, any person employed full-time or part-time by the Department of Correction.
- I. Employee Assistance Program (EAP): An established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services regarding employee drug or alcohol abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work.
- J. Employee Drug Testing Coordinator (EDTC): Individual appointed by the Commissioner to administer the Department's employee drug testing program.
- K. Evidential Breath Testing (EBT) (Breath Tester-Alcohol Testing): The analysis of breath, blood, or any other analysis which determines the presence and level or absence of alcohol as authorized by the U.S. Department of Transportation in its rules and guidelines concerning alcohol testing and drug testing.
- L. Initial Drug or Alcohol Test: The first alcohol or drug-screening test to determine the presence or absence of alcohol or drugs or their metabolites in a specimen(s).
- M. Job Applicant: A person who has applied for a position within the Tennessee Department of Correction and has begun offered employment conditioned upon successfully passing a drug or alcohol test, and may have begun work pending the results of the drug or alcohol test.
- N. Medical Review Officer (MRO): A licensed physician who (1) meets all qualifications in 49 C.F.R. 40, (2) has knowledge of substance abuse disorders, laboratory testing procedures and, chain of custody collection procedures, (3) possesses medical training to interpret and evaluate positive test results in relation to the individual's medical history or other relevant biomedical information, and (4) is responsible for receiving laboratory results generated by the Department's drug and alcohol testing program and verifying positive and confirmed test results.
- O. Reasonable Suspicion: A belief based on specific, objective, articulable facts and the reasonable inferences that may be drawn from those facts, or knowledge sufficient under the circumstances, to cause an ordinary prudent and cautious person to believe that an employee used or is using illegal drugs or alcohol.
- P. Split Specimen. The procedure by which each urine specimen is divided in two and put into a primary specimen container and a secondary, or "split", specimen container. Only the primary specimen is opened and used for the initial screening and confirmation test. The split specimen container remains sealed and is stored at the testing laboratory.
- Q. Substance Abuse and Mental Health Services Administration (SAMSHA) – A Federal agency within the U.S. Department of Health and Human Services created to focus attention, programs, and funding on improving the lives of people with or who are at risk for mental and substance abuse disorders.
- R. Tennessee Drug-Free Workplace Act. T.C.A. §§ 50-9-101 through -114 and the rules adopted by the Department of Labor and Workforce Development thereunder, as the same may be revised from time to time.

A.4. **DESCRIPTION OF SERVICES**

- a. **Supplies.** The Contractor shall provide all necessary collection, identification and testing supplies and materials for the TDOC employee drug and alcohol testing program, including, but not limited to, containers, chain-of –custody and report forms, and evidence tape.
- b. **Collection Sites.** The Contractor shall provide collection sites for the TDOC employee drug and alcohol testing program.
  - 1. At a minimum, the Contractor shall provide on-site urine specimen collection for drug testing, and E.B.T. for alcohol testing at the locations identified in the Department of Correction-Facility Locations, Attachment Two, and Department of Correction-Worksite Addresses, Attachment Three of this Contract.
  - 2. The Contractor shall also provide testing services 24 hours per day, 7 days per week for unscheduled post-accident and reasonable suspicion testing. The Contractor shall provide a representative with a 1-800 pager and a back-up pager, a cell phone, and access to available collection sites to serve as the contact for the State when collection services are required for post-accident or reasonable suspicion testing outside the operating hours of the established collection sites. Collection sites are subject to the prior written approval of the State.
- c. **Collection Procedures.**
  - 1. The Contractor shall collect specimens and all samples in accordance with Tenn. Comp. Reg. 0800-2-12 and DHHS/SAMHSA or United States Department of Transportation regulations, and must be collected according to those prescribed procedures using the split specimen method.
  - 2. The Contractor shall use the chain of custody test request form developed by the Tennessee Department of Labor specifically for the Tennessee Drug-Free Workplace program. The Contractor shall provide adequate copies of the form at each TDOC location.
- d. **Alternative Testing Method.** There may be extenuating medical conditions (e.g., dehydration, kidney problems, medications, etc.) that preclude the giving of a urine sample. In such cases, the Contractor will provide alternative drug testing, at the contract rate, for staff who have a documented medical condition that prohibits them from supplying a sample in the standard manner. Approval of the TDOC Commissioner or his designee is required for this alternative testing.
- e. **Transportation of Specimens.** The Contractor shall provide for the transportation of specimens from the collection sites to a SAMHSA certified laboratory. Transportation of the specimen to the laboratory shall be in accordance with the Tennessee Drug-Free Workplace Act and DHHS/SAMHSA or United States Department of Transportation regulations. The Contractor shall ensure that bodily fluid specimens are delivered to the testing laboratory within forty-eight (48) hours of time of collection.
- f. **Testing.** The Contractor shall provide drug and alcohol testing in accordance with the requirements of the Tennessee Drug Free Workplace Act and 49 C.F.R. 40 at a SAMHSA certified laboratory.
  - 1. The Contractor shall conduct employee drug and alcohol tests in the following categories:

- a. New job applicant testing, drug testing only, (alcohol testing not to be performed) for positions determined to be safety-sensitive by the Department). Alcohol testing is limited to random.
  - b. Post-accident testing (drug & alcohol).
  - c. Random testing of employees in positions determined to be safety-sensitive by the Department (drug & alcohol),
  - d. Reasonable suspicion testing (drug & alcohol),
  - e. Return to duty testing (drug & alcohol), and
  - f. CDL Testing for Transportation Officers, as specified in A.4.2.b.
  - g. Follow up testing (drug & alcohol).
2. The Contractor shall provide a twelve (12) panel drug screen on urine samples (or by alternate means as in Section A.4.d.) by using an immunoassay in a laboratory meeting the requirements of the Tennessee Drug Free Workplace Act. All drug testing bids must show detection levels in the parameters indicated below or lower detection levels. The following drugs shall be tested:

a.

CODE	DRUG	DETECTION LEVEL	
		SCREEN	GC / MS
AMP	Expanded Amphetamine (including MDA and/or MDMA)	400-200 ng/mL	100-75 ng/mL
BAR	Barbituates	300-200 ng/mL	150-100 ng/mL
BZO	Benzodiazepines	300-200 ng/mL	150-75 ng/mL
COC	Cocaine	200-150 ng/mL	100-50 ng/mL
MTD	Methadone	300-200 ng/mL	150-100 ng/mL
MAMP	Methamphetamine	500-300 ng/mL	100-75ng/mL
OPI	Opiates	200-100 ng/mL	75-50 ng/mL
OXY	Oxycodone	200-100 ng/mL	75-50 ng/mL
PCP	Phencyclidine	25-15 ng/mL	10-5 ng/mL
PPX	Propoxyphene	400-200 ng/mL	150-100 ng/mL
THC	Cannabinoids	50-30 ng/mL	10-2 ng/mL
BUP	Buprenorphine	10-5 ng/mL	5-2 ng/mL
ALC	Alcohol	.04 Blood Alcohol Content or Greater Considered Positive	

*Kelly Davis Martin*  
*03/25/11*

*JA*  
*3-28-2011*

- b. CDL Drug Testing shall be governed exclusively by 49 Code of Federal Regulations (C.F.R.) Part 40, currently a five (5) panel, as appropriate.
3. The Contractor shall provide a confirmatory test on all positive drug screens by using the Gas Chromatography/Mass Spectrometry (GC/MS) method in a laboratory meeting the requirements of the Tennessee Drug-Free Workplace Act 49 Code of Federal Regulations (C.F.R.) Part 40, as appropriate.

4. The Contractor shall provide alcohol testing in accordance with the Tennessee Drug-Free Workplace Act and 49 C.F.R. 40 using Evidential Breath Testing. The following threshold level shall be used:

**Confirmatory Test Cutoff Concentration .04 g/210 liters breath**

5. The Contractor shall not charge for additional testing, handling of, confirmatory testing, rejected specimens or those otherwise unfit for testing.
- g. **Selection of Employees for Random Testing.** The Contractor shall randomly select 2.5 per cent of employees, monthly, subject to random drug and alcohol testing and administer the random drug and alcohol testing program as prescribed in writing by TDOC. The State shall provide to the Contractor a data file containing the first and last name of all current TDOC employees subject to random testing, the employee's worksite, and a unique identifying number in a fixed-width or delimited file format. From this data the Contractor shall provide to the EDTC, in the same format, a listing by location of those employees randomly selected for testing. The Contractor shall also provide in the same format a listing by location of test results including the test results data. The Contractor's method of random selection shall meet the requirements set by the Tennessee Drug Free Workplace Act. 49 Code of Federal Regulations (C.F.R.) Part 40, as appropriate, TDOC Policy 302.12, and will comply with TDOC directive as to the number of employees tested. The Contractor must provide documentation of the validity of their random selection software.
- h. **Medical Review Officer Services.** The Contractor shall provide the services of a qualified Medical Review Officer.
1. The MRO must be certified and demonstrate a proven record of experience in providing MRO services. The Contractor must provide to the State copies of certifications the MRO has obtained, as well as the number and scope of similar services provided, if any.
  2. The MRO shall be responsible for performing all reviewing, notification and reporting requirements of 49 CFR 40.
- i. **Reporting and Records Retention.**
1. The Contractor shall electronically report all testing scheduled and completed. In addition, all positive results or adulterated drug screens shall be reported to the EDTC by the MRO or a MRO assistant.
  2. The Contractor shall provide all reporting in accordance with DHHS/SAMHSA regulations and any additional reports that may be requested by the State. Quarterly reports must include all tests that are "not specified" in one of the six primary "reason to test" categories.
  3. The Contractor shall provide records related to the collection process (for example, collection logbooks; documents relating to the random selection process; calibration documentation for evidential breath testing devices; and documentation of breath alcohol technician training) to TDOC.
  4. The Contractor shall maintain all dated records and notifications, identified by individual, in accordance with the Tennessee Drug-Free Workplace Act and the guidelines described in 49 CFR 40 for controlled substances and alcohol testing. This process shall include maintaining required records concerning the collection process and test results for at least five (5) years for a positive test and at least

one (1) year for a negative test. The Contractor shall assure that all positive urine specimens are retained by the drug testing laboratory for a minimum of one (1) year. The Contractor shall retain positive specimens for a minimum of one year or during the pending of any related litigation, which ever is longer, by following current DHHS and SAMHSA methods. The Contractor shall be advised by TDOC of any pending litigation. The Contractor shall retain negative specimens in accordance with current DHHS and SAMHSA guidelines.

j. **Confidentiality.** Contractor shall ensure that strict confidentiality of test results is maintained. All tests acquired by the Contractor shall become property of TDOC. Any test results or material prepared shall not be released without prior express written consent of the State except for exceptions as stated in the DHHS/SAMHSA regulations.

k. **Expert Testimony Services.** The Contractor shall provide expert testimony, in the form of written records and personal appearances concerning results, methodology and opinions, on an as needed basis for adjudicatory proceedings related to alcohol and controlled substances testing. These services are to be provided at no additional cost to the State.

l. **Training.**

1. The Contractor shall provide a lesson plan and materials for a one-hour drug and alcohol abuse education/awareness program for use by TDOC training staff in training all employees. The program shall meet the requirements of the Tennessee Drug-Free Workplace Act. Contractor shall update the lesson plan and materials at least annually.

2. The Contractor shall provide a lesson plan and materials for a two-hour workplace substance abuse recognition training program for use by TDOC in training supervisory staff. The program shall meet the requirements of the Tennessee Drug-Free Workplace Act. The Contractor shall update the lesson plan at least annually. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances and the appropriate documentation of these occurrences. It shall include, but not be limited to, the following additional topics:

- TDOC Policy and Procedural Review
- Review of Testing Procedures
- Profile of the At-risk Employee
- Identify the At-risk Employee
- How to Approach an Employee Suspected to be Under the Influence
- Referral to an Employee Assistance Program and Rehabilitation Process

3. These services are to be provided at no additional cost to the State.

**B. CONTRACT PERIOD:**

This Contract shall be effective for the period beginning **JANUARY 1, 2011**, and ending on **JUNE 30, 2015**. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **ONE MILLION THREE HUNDRED NINETY NINE THOUSAND NINE HUNDRED FIFTY**

**DOLLARS (\$1,399,950.00).** The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
  - a. The Contractor’s compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)				
	1/1/2011— 6/30/2011	7/1/2011— 6/30/2012	7/1/2012— 6/30/2013	7/1/2013— 6/30/2014	7/1/2014— 6/30/2015
12 Panel Drug Test	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH
Alcohol Evidential Breath Testing (EBT)	\$33.00/ EACH	\$33.00/ EACH	\$33.00/ EACH	\$33.00/ EACH	\$33.00/ EACH
Commercial Driver’s License (CDL) 5 Panel	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH	\$46.00/ EACH

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TENNESSEE DEPARTMENT OF CORRECTION, ACCOUNTS PAYABLE  
 3<sup>RD</sup> FLOOR, RACHEL JACKSON BUILDING  
 320 6<sup>TH</sup> AVE. NORTH  
 NASHVILLE, TN 37243-0465

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: TENNESSEE DEPARTMENT OF CORRECTION, ACCOUNTS PAYABLE
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
  - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
  - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
  - iv. Amount Due by Service
  - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Personnel, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Personnel, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if

the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

BILL GUPTON, DIRECTOR OF SUBSTANCE ABUSE  
TENNESSEE DEPARTMENT OF CORRECTION  
6<sup>TH</sup> FLOOR, RACHEL JACKSON BUILDING  
320 6<sup>TH</sup> AVENUE NORTH  
NASHVILLE, TENNESSEE 37243-0465

[William.Gupton@tn.gov](mailto:William.Gupton@tn.gov)  
Telephone # (615) 741-1000 Ext. 8195  
FAX # (615) 741-1055

The Contractor:

KELLY DOBBINS-MARTINO, PRESIDENT  
MID-SOUTH DRUG TESTING, INC.  
3294 POPLAR AVENUE, STE. 250  
PO BOX 111243  
MEMPHIS, TN 38111  
[kellydobbins@midouthdrugtesting.com](mailto:kellydobbins@midouthdrugtesting.com)  
Telephone # (901) 320-9295  
FAX # (901) 320-9359

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the

Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
  - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
  - d. any technical specifications provided to proposers during the procurement process to award this Contract;
  - e. the Contractor's proposal seeking this Contract
- E.8. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.11. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.13. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

IN WITNESS WHEREOF,

MID-SOUTH DRUG TESTING, INC.

*Kelly Dobbins Martino* 02/28/11  
*Kelly Dobbins Martino* 12/28/10  
\_\_\_\_\_  
KELLY DOBBINS MARTINO, PRESIDENT DATE

*Kelly Dobbins Martino, President*  
\_\_\_\_\_  
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CORRECTION:

*Gayle Ray* 12/28/10  
\_\_\_\_\_  
GAYLE RAY, COMMISSIONER DATE

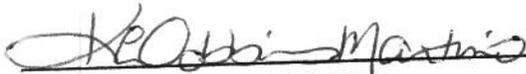
DEPARTMENT OF CORRECTION:

*D. D. Schofield* 2-25-2011  
\_\_\_\_\_  
DERRICK D. SCHOFIELD, COMMISSIONER DATE

### ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	32901-31120
CONTRACTOR LEGAL ENTITY NAME:	MID-SOUTH DRUG TESTING, INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	27-3361962

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Kelly Dobbins Martino, President

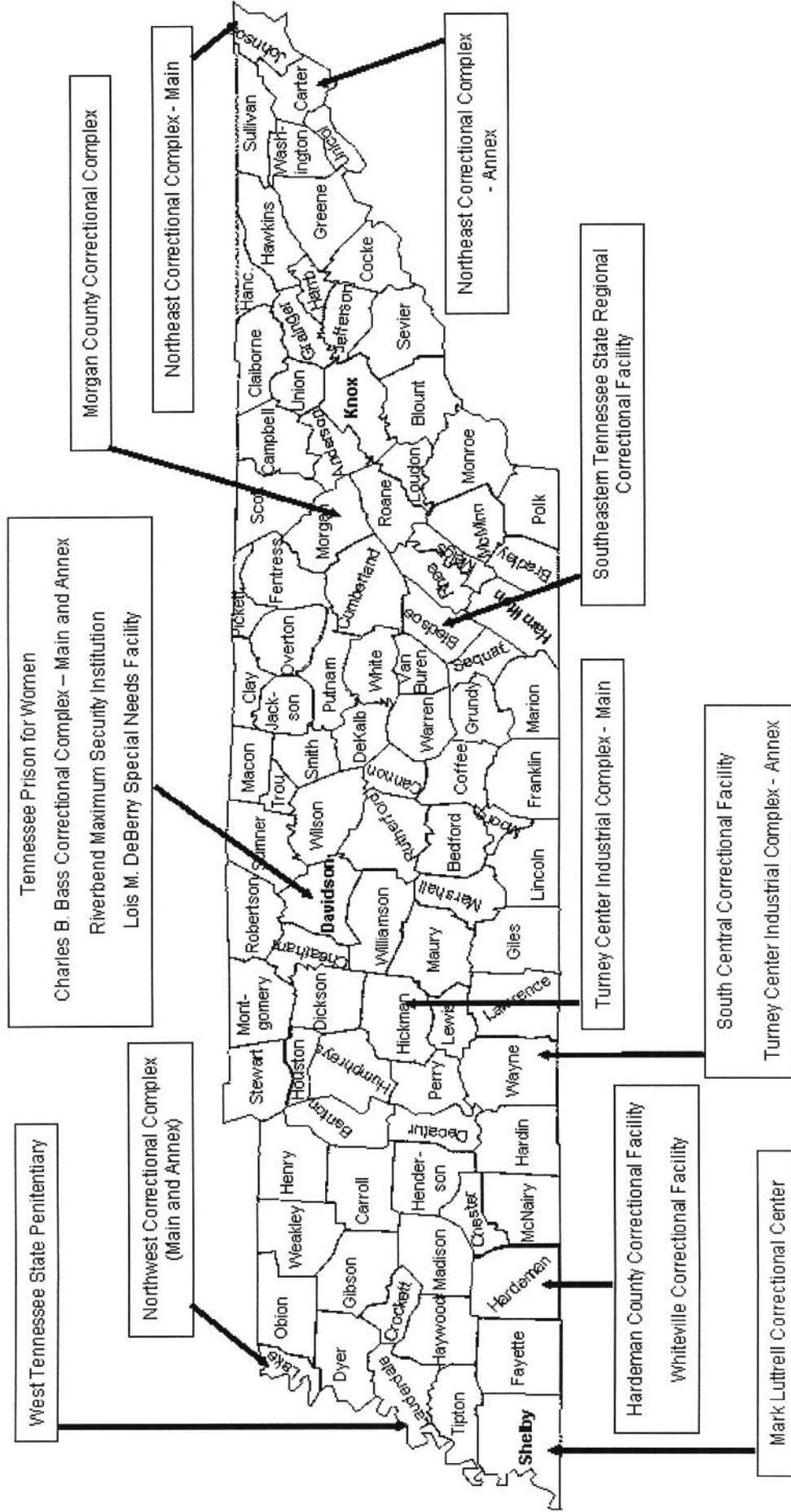
PRINTED NAME AND TITLE OF SIGNATORY

12/28/10

DATE OF ATTESTATION

ATTACHMENT TWO

Department of Correction  
Facility Locations



**TENNESSEE DEPARTMENT OF CORRECTION  
WORKSITE ADDRESSES**

**Charles B. Bass Correctional Complex - (CBCX)**  
(formerly Middle Tennessee Correctional Complex)  
7177 Cockrill Bend Blvd. (615) 350-3361  
Nashville, TN 37243-0470 (FAX) (615) 350-3416

**Charles B. Bass Correctional Complex – Annex - (CBCX)** - (formerly Nashville Community Service Center)  
7466 Centennial Blvd., Extended (615) 350-3361  
Nashville, TN 37243-0466 (FAX) (615) 350-3395

**Lois M. DeBerry Special Needs Facility - (DSNF)**  
7575 Cockrill Bend Blvd. (615) 350-2700  
Nashville, TN 37243-0469 (FAX) (615) 350-2812

**Mark H. Luttrell Correctional Center - (MLCC)**  
6000 State Road (901) 372-2080  
Memphis, TN 38134-7697 (FAX) (901) 372-0469

**Morgan County Correctional Complex - (MCCX)**  
(formerly Brushy Mountain Correctional Complex – Morgan Site)  
P.O. Box 2000  
541 Wayne Cotton Morgan Drive (423) 346-1300  
Wartburg, TN 37887 (FAX) (423) 346-7821

**Northeast Correctional Complex – Main - (NECX)**  
(formerly Northeast Correctional Center)  
P. O. Box 5000  
5249 Hwy 67 West (423) 727-7387  
Mountain City, TN 37683-5000 (FAX) (423) 727-5415

**Northeast Correctional Complex – Annex) - (NECX)**  
(formerly Carter County Work Camp)  
Caller #1  
188 Old Railroad Grade Road (423) 772-3231  
Roane Mountain, TN 37687 (FAX) (423) 772-4892

**Northwest Correctional Complex – Site #1 - (NWCX)**  
(formerly Northwest Correctional Center)  
960 State Route 212 (731) 253-5000  
Tiptonville, TN 38079 (FAX) (731) 253-5150

**Northwest Correctional Complex – Site #2 - (NWCX)**  
(formerly Lake County Regional Correctional Facility)  
960 State Route 212 (731) 253-5000  
Tiptonville, TN 38079 (FAX) (731) 253-5250

**Riverbend Maximum Security Institution - (RMSI)**  
7475 Cockrill Bend Blvd. (615) 350-3100  
Nashville, TN 37243-0471 (FAX) (615) 350-3400

**Southeastern Tennessee State Regional Correctional Facility - (STSRCF)**  
1045 Horsehead Road (423) 881-3251  
Pikeville, TN 37367 (FAX) (423) 881-4226

**Tennessee Prison for Women - (TPFW)**  
3881 Stewarts Lane (615) 741-1255  
Nashville, TN 37243-0468 (FAX) (615) 253-5390

**Turney Center Industrial Complex - (TCIX)**  
1499 R.W. Moore Memorial Hwy. (931) 729-5161  
Only, TN 37140-4050 (FAX) (931) 729-9275

**Turney Center Industrial Complex – Annex (TCIX)**  
formerly Wayne County Boot Camp - (WCBC)  
P. O. Box 182  
245 Carroll Road (931) 676-3345  
Clifton, TN 38425 (FAX) (931) 676-3350

**West Tennessee State Penitentiary – Site #3 -(WTSP)**  
P.O. Box 1150  
480 Green Chapel Rd. (731) 738-5044  
Henning, TN 38041-1150 (FAX) (731) 738-5947

**West Tennessee State Penitentiary – Site #2 -(WTSP)**  
(formerly West Tennessee High Security Facility)  
P. O. Box 1150  
531 Green Chapel Road (731) 738-5044  
Henning, TN 38041-1150 (FAX) (731) 738-5947

**Tennessee Correction Academy - (TCA)**  
P. O. Box 1510  
1314 North Jackson Street (931) 461-7100  
Tullahoma, TN 37388 (FAX) (931) 454-1940

**Corrections Corporation of America (CCA) Facilities**  
**(Operated by CCA, but house state inmates)**

**Hardeman County Correctional Facility - (HCCF)**  
P. O. Box 549  
2520 Union Springs Road (731) 254-6000  
Whiteville, TN 38075 (FAX) (731) 254-6060

**South Central Correctional Facility - (SCCF)**  
P. O. Box 279  
555 Forrest Avenue (931) 676-5372  
Clifton, TN 38425-0279 (FAX) (931) 676-5104

**Whiteville Correctional Facility - (WCFA)**  
P. O. Box 679  
1440 Union Springs Road (731) 254-9400  
Whiteville, TN 38075 (FAX) (731) 254-9407

**TRICOR**  
240 Great Circle Road (615) 741-5705  
Nashville, TN 37228-1734 (FAX) (615) 741-2696

 <p style="text-align: center;"> <b>ADMINISTRATIVE POLICIES AND PROCEDURES</b>                  State of Tennessee                  Department of Correction             </p>	Index #: 302.12	Page 1 of 13
	Effective Date: January 1, 2011	
	Distribution: A	
	Supersedes: 302.12 (12/4/06) PCN 09-17 (8/1/09) PCN 07-81 (9/1/07)	
Approved by: Gayle Ray		
Subject: DRUG-FREE WORKPLACE		

- I. AUTHORITY: TCA 44-103, TCA 43-603, TCA 43-606, TCA 39-16-201, TCA 50-9-101 et seq., and Tennessee Administrative Compilation (TAC) 0800-2-12.
- II. PURPOSE: To enhance professionalism and safety by promoting a drug-free workplace within the Tennessee Department of Correction (TDOC).
- III. APPLICATION: To all TDOC employees.
- IV. DEFINITIONS:
  - A. Alcohol: Has the same meaning as in the federal regulations describing procedures for the testing of alcohol by programs operating pursuant to the authority of the United States Department of Transportation as currently compiled at 49 Code of Federal Regulations (C.F.R.) Part 40, as the same may be revised from time to time.
  - B. Alcohol Testing: The analysis of breath, blood, or any other analysis which determines the presence and level or absence of alcohol as authorized by the U.S. Department of Transportation in its rules and guidelines concerning alcohol testing and drug testing.
  - C. Applicant: A person who has applied for a safety-sensitive position within the Tennessee Department of Correction and has begun offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test.
  - D. CAP-FUT Program: The College of American Pathologists-Forensic Drug Testing accreditation program.
  - E. Chain of Custody: The methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances, and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
  - F. Confirmation Test: A second analytical procedure to identify the presence of alcohol or a specific drug or its metabolites in a specimen.
  - G. Conviction: A finding of guilt, including a plea of nolo contendere and/or imposition of sentence, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
  - H. Drug: Any drug subject to testing pursuant to drug testing regulations adopted by the United States Department of Transportation.

Effective Date: January 1, 2011	Index # 302.12	Page 2 of 13
Subject: DRUG-FREE WORKPLACE		

- I. Drug-free Workplace: A site for the performance of work done in connection with an employee's job whereby employees are prohibited from engaging in unlawful manufacture, distribution, dispensing, possession, or use of alcohol or drugs.
- J. Drug Test or Drug Testing: A chemical, biological or physical instrumental analysis administered by a laboratory authorized to do so pursuant to TCA 50-9-101 et seq., for the purpose of determining the presence or absence of a drug or its metabolites pursuant to regulations governing drug testing adopted by the United States Department of Transportation or such other recognized authority approved by rule by the Commissioner of Labor and Workforce Development.
- K. Employee: For purposes of this policy, any person employed full-time or part-time by the Department of Correction.
- L. Employee Assistance Program (EAP): An established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services regarding employee drug or alcohol abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work.
- M. Employee Drug Testing Coordinator (EDTC): Individual appointed by the Commissioner to administer the Department's employee drug testing program.
- N. Initial Drug or Alcohol Test: The first alcohol or drug-screening test to determine the presence or absence of alcohol or drugs or their metabolites in a specimen(s).
- O. Medical Review Officer (MRO): A licensed physician employed by the State contracted vendor who has knowledge of substance abuse disorders, laboratory testing procedures and, chain of custody collection procedures who verifies positive and confirmed test results. This individual possesses medical training to interpret and evaluate positive test results in relation to the individual's medical history or other relevant biomedical information.
- P. Metabolite: A substance that takes part in the process of metabolism. Metabolites are produced during metabolism or are constituents of food or substances taken into the body. When screening for drugs, laboratory personnel look for what is left in the urine after the body has broken down a complex drug into smaller pieces, i.e., they will find metabolites of the drug, not the original drug.
- Q. Prescription or Non-Prescription Medication: A drug prescribed for use by a duly licensed physician, dentist, or other medical practitioner who is licensed to issue prescriptions or a drug that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, and/or injuries.
- R. Reasonable Suspicion: A belief based on specific, objective, articulable facts and the reasonable inferences that may be drawn from those facts, or knowledge sufficient under the circumstances, to cause an ordinary prudent and cautious person to believe that an employee used or is using illegal drugs or alcohol.

Effective Date: January 1, 2011	Index # 302.12	Page 3 of 13
Subject: DRUG-FREE WORKPLACE		

- S. Reconfirmation Test: A third analytical procedure, paid for by the employee, to identify the presence of alcohol or a specific drug or its metabolites in a specimen.
  - T. Return to Duty Testing: The re-testing of an employee, prior to his/her returning to the workplace, after previously testing positive for the presence of drugs or alcohol.
  - U. Safety-Sensitive Position: A position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life-threatening procedures, work with confidential information or documents pertaining to criminal investigations or work with controlled substances, or a position in which momentary lapse in attention could result in injury or death to another person.
  - V. Substance Abuse and Mental Health Services Administration (SAMHSA): A Federal agency within the U.S. Department of Health and Human Services created to focus attention, programs, and funding on improving the lives of people with or who are at risk for mental and substance abuse disorders.
  - W. Zero Tolerance: Appropriate employee disciplinary or corrective action, up to or including termination, upon the confirmation of alcohol or drug usage by the employee while in the workplace.
- V. POLICY: The TDOC is committed to a drug-free environment and will implement an employee drug testing program to assist in that effort. The Department shall maintain a zero tolerance for the illegal use of drugs on or off the job and the use of alcohol on the job.
- VI. PROCEDURES:
- A. The Department's Drug-Free Workplace program will conform to the requirements of TCA 50-9-101 through 50-9-114 and the Rules of the Tennessee Department of Labor and Workforce Development, Division of Workers' Compensation, Drug-Free Workplace Programs, TAC 0800-2-12.
  - B. Each employee shall be required to certify his/her acknowledgement of this policy and the action to be taken if a violation occurs by using the Acknowledgement of Receipt of TDOC Drug-Free Workplace Policy, CR-3679. The signed acknowledgement shall be maintained in the employee's personnel file. Copies of these acknowledgement forms may be obtained through the TDOC Human Resources Division.
  - C. Employees shall be made aware of the Employee Assistance Program (EAP) and encouraged to seek assistance with any drug or alcohol related problems. All EAP procedures are to follow Policy #305.05.
    - 1. An employee, who believes he or she has a substance abuse issue, may contact his or her supervisor and/or the personnel department for a referral to the EAP program and begin treatment process without penalty.

Effective Date: January 1, 2011	Index # 302.12	Page 4 of 13
Subject: DRUG-FREE WORKPLACE		

2. Once the employee enters the EAP program he or she must sign a release of information with the EAP to release information to the TDOC concerning the employee's assessment and progress made with the substance abuse issue. All employees who are offered the EAP program shall submit to follow-up testing as indicated in Section VI. (F)(3).
3. Once an employee is informed of any form of impending drug test, he/she does not have the option of going to supervisors and/or personnel at that time seeking help through EAP to avoid sanctions before the pending drug test is completed. EAP services are available to the employee for all other issues except to avoid drug testing after the employee has been notified of testing requirement.

D. As a condition of employment or continued employment an employee shall not:

1. Use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.
2. Work or report to work visibly impaired or while possessing in his or her body, blood or urine, illegal drugs in any detectable amount.
3. Report to work under the influence of or impaired by alcohol.
4. Use prescription drugs illegally, including using prescription drugs that have not been legally obtained or using prescription drugs in a manner or for a purpose other than as prescribed.
5. Tamper with a drug test being administered pursuant to this policy.

E. Types of Testing

1. Applicant Drug Testing: All applicants for safety-sensitive positions within the Department will be required to submit voluntarily to a drug test after a conditional offer of employment.
2. Reasonable Suspicion Drug and Alcohol Testing: Reasonable Suspicion Drug Testing: Employees shall be required to submit to drug and alcohol testing as a condition of continued employment to ascertain prohibited drug use in any case in which an individualized "reasonable suspicion" exists that the employee uses and/or is abusing prescription, illegal drugs or is using alcohol on the job. This may be based upon the following reasons:
  - a. Observable phenomena, such as direct observation of drug or alcohol use or possession or the physical symptoms of being under the influence of a drug or alcohol
  - b. A pattern of abnormal conduct or erratic behavior
  - c. The identification of an employee as a suspect in a criminal investigation involving drug possession, use, distribution, or trafficking

Effective Date: January 1, 2011	Index # 302.12	Page 5 of 13
Subject: DRUG-FREE WORKPLACE		

- d. Information provided by reliable and credible sources or independently corroborated
  - e. Newly discovered information indicating that the employee may have tampered with a previous drug or alcohol test
3. Follow-up Drug Testing: An employee who, in the course of employment, enters an Employee Assistance Program for a drug or alcohol related problem or enters a drug or alcohol rehabilitation program shall be required to submit to drug and/or alcohol testing, as appropriate, as a follow-up to such program. Such testing shall be scheduled by the Warden, Superintendent, or designee and shall occur at least quarterly for a two year period after successful completion of the program. No advance notice of a follow-up testing date shall be given to the employee.
4. Post-Accident/Critical Incident Testing:
- a. An employee in a safety-sensitive position shall be subject to drug and/or alcohol testing if he or she appears to have caused or contributed to a work-site accident resulting in:
    - (1) Death
    - (2) Personal injury requiring immediate medical treatment away from the scene of the accident, or
    - (3) Disabling damage to one or more vehicles requiring the vehicle to be towed away from the scene and issuance of a citation to the employee under state or local law for a violation arising from the accident
  - b. An employee in a safety-sensitive position who is authorized to carry a firearm shall be required to submit to drug testing after any discharge of the firearm involving death or personal injury.
  - c. If the accident involved the operation of a qualifying commercial motor vehicle, then post-accident testing may be required under the authority of the Department of Transportation, Federal Highway Administration (DOT/FHWA).
  - d. The employee shall be taken to a medical facility for immediate treatment of injury. Specimens shall be obtained at the treating facility or a designated collection site and transported to an approved testing laboratory.
  - e. No specimens shall be taken prior to the administration of emergency medical care. Once this condition has been satisfied, an injured employee must submit to testing.
5. Random Testing: Employees in safety-sensitive positions shall be subject to mandatory, random drug and alcohol testing.

Subject: DRUG-FREE WORKPLACE

- F. Each employee in a position designated as safety-sensitive shall be notified of such designation using Notice of Designation of Position as Safety-Sensitive and Subject to Random Drug/Alcohol Testing, CR-3677. Such employee shall be required to certify his/her acknowledgment of the safety-sensitive designation by using Acknowledgment of Receipt of Notice of Designation of Position as Safety-Sensitive, CR-3678.
- G. As a condition of continued employment, an employee who is arrested for or charged with any criminal drug offense shall notify the employee's supervisor no later than one working day after such arrest or charge. (See Policy #302.06)
- H. If an employee is convicted of violating any criminal drug statute and is found guilty after a due process hearing of any disciplinary offense that involves the use of or possession of drugs or alcohol, he/she shall be subject to disciplinary action up to or including termination. If he/she is not terminated, the Department shall also require the employee to successfully complete a drug abuse program sponsored by an approved private or governmental institution.
- I. If an employee participating in an activity funded by a federal agency is convicted of violating any criminal drug statute in the workplace, the Department shall notify the appropriate federal agency. Notification shall be within ten days of receipt of notice regarding such conviction.
- J. Testing:
1. Specimens will be tested for the following (including alcohol if applicable) and comply with SAMHSA testing threshold guidelines:
    - a. Expanded Amphetamines (including MDA and/or MDMA)
    - b. Barbiturates
    - c. Benzodiazepines
    - d. Cannabinoids
    - e. Cocaine Metabolite
    - f. Methadone
    - g. Methamphetamine
    - h. Opiates (including Codeine, Morphine and Heroin)
    - i. Phencyclidine
    - j. Propoxyphene
    - k. Oxycodone
    - l. Buprenorphine
  2. Contract laboratory staff trained to collect urinalysis specimens shall conduct urine specimen collection. Employees to be tested shall be required to provide positive photograph identification before entering the testing area. A photograph TDOC identification card and/or driver's license may be used for this purpose. Collection procedures shall be in conformance with the procedures compiled at 49 CFR, Part 40, and must be collected in accordance with those procedures using the split sample method. The chain of custody form developed by the Department of Labor for the Tennessee Drug Free Workplace Program shall be utilized.

Subject: DRUG-FREE WORKPLACE

3. Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity, identity, and retention of the specimen, and transportation of the specimen to the laboratory shall be in accordance with the SAMHSA guidelines and United States Department of Transportation regulations (49 CFR, Part 40).
4. A SAMHSA licensed and approved contract laboratory shall conduct an initial drug screening test using an immunoassay testing method. If a positive result is found, the laboratory shall immediately perform a confirmation test using gas chromatography/mass spectrometry (GC/MS).
5. Positive results attained on both testing methods shall be reported to the MRO who shall proceed as set forth in Section VI.(L).

K. Reporting and Review of Results by MRO

1. The contract laboratory shall report any specimens with evidence of dilution, contamination, tampering or any question normally requiring an MRO opinion to the MRO for disposition. The MRO may determine the need to re-test, re-collect, or otherwise modify the collection procedure to ensure adequate and appropriate testing.
2. The contract laboratory shall report confirmed positive tests to the MRO. After the laboratory has returned a confirmed positive test result to the MRO, he/she shall attempt to contact the employee within 24 hours to privately discuss any issues that might have affected the urine sample.
  - a. An employee who receives a positive confirmed test result from the MRO may contest or explain the result to the MRO within five working days after receiving such notification. The MRO may require the employee to submit additional evidence to justify a positive drug test result, including, but not limited to, a valid prescription or a letter from the individual's physician verifying a valid prescription.
  - b. The MRO shall review all medical records made available by the employee, if any, and determine whether a confirmed positive test could have resulted from legally prescribed medication. If an employee's or applicant's explanation or challenge is unsatisfactory to the MRO, or if the employee does not challenge the test result, the tests shall be considered verified. The MRO shall promptly report the verified test result to the Warden or Superintendent/designee for facilities and the EDTC for Central Office employees.
3. If the MRO is unable to make contact with the employee within 24 hours after a minimum of three reasonably spaced attempts over the 24-hour period, he/she shall contact the Warden or Superintendent/designee for facilities and the EDTC for Central Office to contact the employee and inform the employee to contact the MRO. The MRO shall not inform the Warden or Superintendent/designee for facilities and the EDTC for Central Office that the employee has a confirmed positive, adulterated, substituted or invalid test result.

Effective Date: January 1, 2011	Index # 302.12	Page 8 of 13
Subject: DRUG-FREE WORKPLACE		

- a. The Warden or Superintendent/Designee for facilities and the EDTC for Central Office shall attempt to contact the employee and instruct him/her to call the MRO. The employee must contact the MRO within 72 hours after the notification by the Warden or Superintendent/designee for facilities and the EDTC for Central Office. If the employee does not contact the MRO within 72 hours after being contacted by the Warden or Superintendent/designee for facilities and the EDTC for Central Office, the MRO may verify the test result as positive or refusal to test, as applicable.
- b. If the MRO contacts the Warden or Superintendent/designee for facilities and the EDTC for Central Office as authorized above, and the Warden or Superintendent/designee for facilities and the EDTC for Central Office is unable after reasonable efforts to contact the employee by telephone or to locate the employee through his/her supervisor, the Warden or Superintendent/designee for facilities and the EDTC for Central Office may place the employee on temporary medical leave. The Warden or Superintendent/designee for facilities and the EDTC for Central Office must leave a message for the employee by any practicable means (such as voicemail, e-mail, or letter) to contact the MRO. The Warden or Superintendent/designee for facilities and the EDTC for Central Office inform the MRO of the date and time of the attempted contact. Reasonable efforts include, at a minimum, three attempts, spaced reasonably over a 24-hour period, to reach the employee at the day and evening telephone numbers listed on the chain of custody form.
4. Upon being notified by the MRO of an employee's verified test result, the Warden or Superintendent/designee for facilities and the EDTC for Central Office shall notify the employee of his/her positive drug test.
5. Upon notification by the MRO, the employee may request a reconfirmation test using the same specimen sample previously taken.
  - a. The reconfirmation test shall be performed by an independent SAMHSA-certified or CAP-FUT program certified laboratory designated by the TDOC contractor.
  - b. The reconfirmation test shall be at the employee's expense
6. Results from the analysis of the second test on the split specimen sample shall be evaluated by the MRO and be the final step for determining positive or negative findings.
7. If there is a positive result, the employee shall be subject to disciplinary action up to and including termination.
- L. Failure to Provide an Immediate Specimen
  1. If the employee fails to provide a specimen immediately, he/she shall remain in the collection area with an escort and may be furnished up to a total of 40 ounces of fluids over a three-hour period.

Effective Date: January 1, 2011	Index # 302.12	Page 9 of 13
Subject: DRUG-FREE WORKPLACE		

2. If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt, the collection site person shall discontinue the collection and notify the Warden or Superintendent/designee for facilities and the EDTC for Central Office employees.
3. Any employee who fails to provide a sufficient urine specimen may have a licensed physician (who has performed an evaluation of the employee) submit to the MRO a brief written statement indicating the physician's conclusion as to the employee's ability to provide an adequate amount of urine and the basis for the conclusion. The MRO shall consider the statement in determining whether the employee has willfully refused to provide the required specimen. After reviewing the physician's statement, the MRO shall report his/her determination to the Warden or Superintendent/designee for facilities and the EDTC for Central Office employees in writing. For purposes of this paragraph, a medical condition includes an ascertainable physiological condition (e.g., a system dysfunction) or a documented pre-existing psychological disorder, but does not include unsupported assertions of "situational anxiety" or dehydration.

M. Additional Procedures for Random Testing

1. At each facility, the Training Academy, and Central Office, Human Resources shall maintain a current list of employees who are subject to random testing as the result of being assigned to a security-sensitive position. All positions in the department shall be reviewed annually to determine whether a change in job functions necessitates a change in a position's designation or non-designation as security-sensitive.
2. On a schedule established by the Department and using the list of TDOC employees in security-sensitive positions supplied by TDOC Human Resources, the Contractor will notify the appropriate Warden or Superintendent/designee for facilities and the EDTC for Central Office employees, that an employee has been randomly selected for drug testing. The Warden or Superintendent/designee for facilities and the EDTC for Central Office employees shall notify the employee that he/she has been randomly selected for a drug test and direct the employee to immediately report to the designated test site to provide a specimen. Notification to the employee shall occur during the employee's current shift or, if the employee is not on duty at the time, during the next shift the employee works. Testing shall occur during the period the employee is scheduled to work, and as soon as practicable after the employee is notified of his/her selection.
3. The test shall be at the Department's expense.

N. Additional Procedures for Reasonable Suspicion Drug Testing

1. Employees shall be required to submit to drug and alcohol testing as a condition of continued employment to ascertain prohibited drug use in any case which an individualized "reasonable suspicion" exists that the employee uses or is using drugs or alcohol. This may be based upon the reasons set forth in Section VI.(F)(2).

Effective Date: January 1, 2011	Index # 302.12	Page 10 of 13
Subject: DRUG-FREE WORKPLACE		

2. If any employee is suspected of using drugs or of using alcohol, the Warden or Superintendent/designee for facilities and the EDTC for Central Office and Internal Affairs employees shall gather all information, facts, and circumstances leading to and supporting this suspicion and shall document all the information used in forming the basis for testing. The Warden or Superintendent/designee for facilities and the EDTC for Central Office employees shall notify the employee through the Reasonable Suspicion of Substance Abuse Testing Notice, CR-3676, which he or she must submit to testing. The written report of the Warden or Superintendent/designee for facilities and the EDTC for Central Office employees shall become part of the file and created and maintained by the Director of Human Resources/designee for each reasonable suspicion drug test ordered.
  3. An employee shall be escorted to a test site (where the initial test shall be conducted) determined by the Warden or Superintendent/designee for facilities and by the EDTC for Central Office employees. A staff member of the Division of Internal Affairs shall provide escort for any Central Office employee who is to be tested due to reasonable suspicion. Wardens (for institutional staff) and the TCA Superintendent (for Academy staff) shall identify staff member(s) who shall provide escort for any employee who is to be tested due to reasonable suspicion. Procedures for the collecting and testing of urine specimens as well as the reporting and reviewing of results shall be in accordance with Sections VI.(J) and VI.(K) above.
  4. If the employee fails to provide a specimen immediately, the procedures outlined in Section VI.(L) above shall be followed. If the employee cannot provide a specimen during the three-hour timeframe, the escorting supervisor shall ensure that contact is made with the Warden or Superintendent/designee for facilities and the EDTC for Central Office employees for further instruction.
- O. Confidentiality: Subject to federal and state law, employee drug and alcohol testing results and records shall be maintained under strict confidentiality. The contractor, the MRO, and employees involved in the administration of this policy shall observe strict confidentiality of an employee's test results and treatment. Any employee violating this requirement of confidentiality will be subject to disciplinary action, up to and including termination.
  - P. Any employee who compromises the integrity of the alcohol and drug testing program or who fails to enforce it shall also be subject to disciplinary action, up to and including termination.
  - Q. An employee or applicant shall be responsible for notifying the laboratory of any administrative or civil action brought pursuant to TCA 50-9-101 through 114 and/or TAC 0800-2-12.
  - R. Employees who are confirmed to have a positive drug screen result, or who refuse a required drug screen, or who have a positive drug screen result reconfirmed, or who have altered their specimen or drug screen results are subject to disciplinary action.

VII. ACA STANDARDS: 4-4063.

VIII. EXPIRATION DATE: January 1, 2014.



**TENNESSEE DEPARTMENT OF CORRECTION**

**ACKNOWLEDGMENT OF RECEIPT OF TDOC DRUG-FREE WORKPLACE POLICY  
(EFFECTIVE DATE 11/1/2006)**

By signing this Acknowledgment form, I affirm that I have received a copy of Policy #302.12 Drug-Free Workplace. I understand that it is my obligation to read, understand and comply with the procedures and provisions contained within this policy. I also understand that failure to comply with a drug and/or alcohol testing request or a positive confirmed test for the illegal use of drugs and/or alcohol may lead to disciplinary action up to and including termination of employment and/or loss of workers' compensation benefits.

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Employee Name (printed)

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Employee Signature

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Date

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Institution

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Witness Signature



**TENNESSEE DEPARTMENT OF CORRECTION**  
**NOTICE OF DESIGNATION**  
**OF**  
**POSITION AS SAFETY SENSITIVE**  
**AND**  
**SUBJECT TO RANDOM DRUG/ALCOHOL TESTING**

**TO:** \_\_\_\_\_

**FROM:** Gayle Ray, Commissioner

**DATE:** \_\_\_\_\_

This is to notify you that your position has been designated as safety sensitive as defined in TCA 50-9-103(16). Accordingly you will be subject to random drug/alcohol testing. The testing procedures will be conducted in accordance with Policy #302.12.

You can be assured that the quality of testing procedures is tightly controlled, that the test used to confirm use of illegal drugs is highly reliable and that the test results will be handled with maximum respect for individual confidentiality, consistent with safety and security.



**TENNESSEE DEPARTMENT OF CORRECTION**

**ACKNOWLEDGMENT OF RECEIPT**  
**OF NOTICE OF DESIGNATION OF POSITION AS SAFETY SENSITIVE**  
**(EFFECTIVE DATE 11/1/2006)**

By signing this Acknowledgment form, I affirm that I have been notified in writing that my position has been designated as safety sensitive and that I will be subject to random drug/alcohol testing in accordance with Policy #302.12.

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Employee Name (printed)

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Employee Signature

---

Date

---

Institution

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Witness Signature



**STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
EMPLOYEE SUBSTANCE ABUSE PROGRAM  
REASONABLE SUSPICION OF SUBSTANCE ABUSE  
TESTING NOTICE**

**All parts, A through D, must be completed by a trained supervisor and signed by both the supervisor and the Warden/Superintendent (or designee) prior to directing an employee to undergo reasonable suspicion drug testing.**

An employee is subject to reasonable suspicion testing when after review of the specific facts and circumstances in a particular employee's case, a trained supervisor concludes that there exists a reasonable suspicion that an employee has engaged or is engaging in conduct prohibited under this policy. A trained supervisor must document the specific facts and circumstances that led to reasonable suspicion.

**PART A**

Employee: \_\_\_\_\_ Facility: \_\_\_\_\_

Employee ID # (or SS#) \_\_\_\_\_ Date(s) of occurrence(s) \_\_\_\_\_

**PART B Check all that apply.**

1.

**PERSONAL APPEARANCE**

- |   |  |
|---|--|
| <input type="checkbox"/> Smells of alcohol  | <input type="checkbox"/> Deteriorating personal appearance or change in appearance after lunch or breaks |
| <input type="checkbox"/> Slurred speech   | <input type="checkbox"/> Unsteady walk   |
| <input type="checkbox"/> Bloodshot eyes, apparent unfocused vision or wearing sunglasses at inappropriate times |  |
- 

**MENTAL FACTORS**

- |   |  |
|---|--|
| <input type="checkbox"/> Decreased concentration or increased confusion     | <input type="checkbox"/> Repeated mistakes, increased carelessness, errors in judgment |
| <input type="checkbox"/> Difficulty understanding and following instruction | <input type="checkbox"/> Wide mood swings  |
- 

**HEALTH & SAFETY**

- |  |   |
|--|---|
| <input type="checkbox"/> High on-the-job accident rate                               | <input type="checkbox"/> Careless handling and maintenance of equipment |
| <input type="checkbox"/> Numerous accidents off the job that affect work performance | <input type="checkbox"/> Needless risk-taking                           |
|  | <input type="checkbox"/> Disregard for others' safety                   |
- 

**GENERAL PERFORMANCE**

- Failure to meet deadlines
- Continuing decrease in work quality and productivity
- Improbable excuses for poor job performance

**PEER RELATIONSHIPS**

- Altercations with others
- Avoidance of others
- Excessive co-worker complaints
- Threatening and intimidating behavior
- Borrowing money from co-workers

**ATTENDANCE**

- Frequent absences for questionable or unexplained reasons or a pattern of absences
- Unexcused absences
- Unexplained disappearances from the job
- Tardiness / leaving work early
- Long lunches or breaks

**Comments made by employee:** (Please quote any remarks, admissions, inappropriate language, etc. that may be pertinent to the employee's condition)

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- 2.** Employee observed with drug paraphernalia while on duty or on State of Tennessee property

Reason for believing source is reliable and credible:

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- 3.** Report of prohibited drug and/or alcohol use by employee provided by a reliable and credible source

Reason for believing source is reliable and credible:

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**Note to Supervisor:** Each section of **Part B** will be reviewed independently. An absence of response(s) in any one section does not preclude the ordering of a reasonable suspicion test.

**PART C:** Provide any additional descriptions of the circumstances, including any facts, inferences drawn from those facts, which constitutes the reasonable suspicion held that the employee has engaged in prohibited drug or alcohol use.

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Trained Supervisor

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Date

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Warden/Superintendent (or designee)

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Date

The signatories are ordering the following reasonable suspicion test (check one):

\_\_\_ drugs \_\_\_ alcohol \_\_\_ both

It is required that a copy of this Reasonable Suspicion Form be forwarded to Human Resources.

For purposes of Department of Transportation reporting, please check the following box if this employee is required to maintain a Commercial Drivers License (CDL).

CDL Holder