

**AGREEMENT
REGARDING PARTICIPATION
IN A CONSORTIUM
FOR DRUG AND ALCOHOL TESTING
AND RELATED SERVICES PROGRAM**

**FOR THE
CITY OF CENTRAL FALLS
AS OF
JANUARY 1, 2019**

**Rhode Island Interlocal Risk Management Trust
Agreement Regarding Participation in a Consortium
for Drug and Alcohol Testing and Related Services**

The Rhode Island Interlocal Risk Management Trust (“The Trust”) and City of Central Falls (hereinafter the “Participating Member”) hereby enter into the Agreement Regarding Participation in a Consortium for Drug and Alcohol Testing and Related Services (the “Agreement”).

WHEREAS, The Trust wishes to provide its Members, including the Participating Member, with a consortium which will facilitate controlled substance and alcohol testing of drivers of Commercial Motor Vehicles (“CMVs”) as required by applicable law and regulations; and

WHEREAS, the Participating Member, a Member of The Trust, wishes to comply with the requirements of applicable federal and state law regarding controlled substances and alcohol testing of CMV drivers and, in order to do so, wishes to join a consortium which will provide a mechanism for complying with these requirements.

NOW, THEREFORE, The Trust, and the Participating Member, in mutual consideration, promises and covenants, the sufficiency of which is hereby acknowledged, hereby agree that:

- 1) The Trust will maintain a consortium to conduct controlled substances and alcohol testing as required by applicable federal and state law, and the Participating Member agrees to join this consortium. The parties herein understand and acknowledge that The Trust employees will not be performing any testing services itself, but rather The Trust and the Participating Member expressly recognize that all testing will be conducted by a third-party administrator which has entered into a contract with The Trust to provide controlled substance and alcohol testing services to Trust Members participating in the consortium.
- 2) The Participating Member agrees to reimburse The Trust in accordance with a separate fee schedule, the “Consortium Fee Schedule.” The parties expressly agree that this fee schedule, which is attached, (and any subsequent amendment) is incorporated as part of this Agreement. The Consortium Fee Schedule may be adjusted annually by The Trust following the initial term of this Agreement, subject to approval by the Participating Member, which approval shall not be unreasonably withheld, but not without forty-five (45) days written prior notification to the Participating Member.
- 3) The Participating Member expressly agrees and understands that The Trust bears no liability for any action or inaction, or personnel decisions of the employees, officials, or agents of the Participating Member and that any personnel decisions of the Participating Member based on the controlled substances and drug testing policies create no liability for The Trust.
- 4) The Participating Member expressly agrees that its controlled substances and alcohol testing policy will adhere to all applicable federal and state laws and regulations, including but not limited to the Omnibus Transportation Employee Testing Act of 1991 (“the Omnibus Act”), United States Department of Transportation (“DOT”) and Federal Highway Administration (“FHWA”) regulations, 49 C.F.R. Parts 40 and 382, and R.I. Gen. Laws §28-6.5-1 et seq.

- 5) This Agreement is for the period commencing January 1, 2019 and ending December 31, 2021. The parties agree that this Agreement will automatically renew annually unless either party gives thirty (30) days written notice to the other to terminate the Agreement prior to December 31, 2021.
- 6) The parties herein agree and acknowledge that the failure of The Trust on any occasion to attempt to enforce strict compliance of the Participating Member with any of the terms, covenants or conditions hereof shall not be deemed a waiver of the right to do so on any subsequent occasion.
- 7) The Participating Member covenants that the officer signing this Agreement on its behalf is specifically authorized to do so.

CITY OF CENTRAL FALLS

Signature

James A. Diossa

Name

Mayor

Title

June 3, 2019

Date

**RHODE ISLAND INTERLOCAL
RISK MANAGEMENT TRUST**

[Signature]

Ian C. Ridlon, Esq.
President and Executive Director

February 14, 2019

Date

Barbara Addison
Director of Finance
5-4-19

Approved as to form and correctness:

[Signature]

DRUG AND ALCOHOL TESTING CONSORTIUM FEE SCHEDULE
January 2019 – December 2021

SERVICES	CALENDAR YEAR		
	01/01/19 thru 12/31/21	Effective 01/01/20	Effective 01/01/21
<p>Part A Basic Services</p> <ul style="list-style-type: none"> ➤ Random Drug & Alcohol Testing ➤ Supervisor Training <p><i>Includes cost for random urine drug screening, random alcohol testing, and program administration costs including mandatory supervisor training for reasonable suspicion.</i></p>	No Charge	No Charge	No Charge
<p>Part B Testing Services</p> <ul style="list-style-type: none"> ➤ Per Drug Test ➤ Per Alcohol Test <p><i>Covers tests for pre-employment, post-accident, reasonable suspicion, return-to-duty and follow-up.</i></p>	<p>\$95.00</p> <p>\$85.00</p>	<p>\$95.00</p> <p>\$85.00</p>	<p>\$95.00</p> <p>\$85.00</p>
<p>Part C Special Services</p> <ul style="list-style-type: none"> ➤ For emergency post-accident testing after normal business hours, added to the Part B cost, a surcharge of 	<p>\$150.00 for any mobile on-site collections scheduled with less than seventy-two (72) hours' notice, plus the cost of the testing.</p>	<p>\$150.00 for any mobile on-site collections scheduled with less than seventy-two (72) hours' notice, plus the cost of the testing.</p>	<p>\$150.00 for any mobile on-site collections scheduled with less than seventy-two (72) hours' notice, plus the cost of the testing.</p>