

## SERVICE AGREEMENT FOR DRUG TESTING SERVICES



This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

Divine Design Laboratories Services

1572 GA 85 North Suite 510, Fayetteville, GA 30214

Phone: (770) 703-3224

Fax: (470) 726-1762

Email: [info@divinedesignlabs.com](mailto:info@divinedesignlabs.com)

Town of Tyrone

950 Senoia Rd, Tyrone, GA 30290

Phone: (770) 487-4038

Email: [sandy.beach@tyronega.gov](mailto:sandy.beach@tyronega.gov)

WHEREAS Provider offers professional drug and alcohol testing services for employers, courts, and healthcare facilities; and

WHEREAS Client desires to retain the Provider for such services within a 50-mile radius of Provider's service location.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

### **Scope of Services**

Provider shall deliver the following services to Client upon request:

- Non-DOT 10 panel Urine test w/MRO
- Non-DOT 10 panel Urine test (Rapid)

- DOT 5 panel Urine test
- Non-DOT Physicals
- Pre-employment Screening
- Random Drug Testing
- Post-accident and Reasonable Suspicion Testing
- Breath Alcohol Testing
- Respirator fit test
- After-Hour on Call Fee
- Offsite fee
- On-site collections (as scheduled)

### **Service Area**

Off-Site Mileage (outside of Divine Design Laboratories Services) \$0.53 per mile.

### **Service Fees**

The client agrees to pay the following rates:

- DOT 5-Panel Rapid Urine Test: \$34.00 per test
- Non-DOT 10 panel Urine test w/ MRO: \$34.00 per test
- Non-DOT 10 panel Urine test (Rapid): \$30.00 per test
- Non-DOT Physicals: \$70.00
- Respirator fit test: \$40.00
- Breath Alcohol Test: \$40.00 per test
- Offsite Fee: \$30.00 per trip
- After-Hour on Call Fee: \$100.00 per test
- Wait fee (if off-site collection takes over one hour) \$50.00/per hour, billed in 30 min increments

Invoices will be sent monthly and are payable within \_\_\_\_ days.

### **Term and Termination**

This agreement shall begin on an effective date and remain in effect for 12 months, automatically renewed unless terminated by either party with 30 days' written notice.

### **Confidentiality**

The provider agrees to maintain the confidentiality of all test results and sensitive employee information in accordance with HIPAA and applicable federal/state laws.

### **Compliance**

The provider certifies that it will follow all regulations as outlined by:

- U.S. Department of Transportation (if applicable)
- Substance Abuse and Mental Health Services Administration (SAMHSA)
- Applicable state laws and OSHA regulations

### **Indemnification**

Each party agrees to hold harmless and indemnify the other for any claims, liabilities, or damages arising out of their own negligence or misconduct to the extent permitted by law.

### **Entire Agreement**

This Agreement contains the entire understanding of both parties and supersedes any prior agreements.

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

PROVIDER

Signature: \_\_\_\_\_

Name: Lashunda Ward

Title: Owner/Director

Date: \_\_\_\_\_

CLIENT

Signature: \_\_\_\_\_

Name: Town of Tyrone

Title: \_\_\_\_\_

Date: \_\_\_\_\_