



# Dynamic Testing Service

230 Main St. 1<sup>st</sup> flr. Rear Office – Toms River – NJ 08753

## Borough of Barnegat Township

### USDOT Compliance Services with Optional NonDOT Controlled Substance Testing

WHEREAS, Township of Barnegat, (hereinafter referred to as “Client”) requires services for the purpose of compliance with the Federal Motor Carrier Safety Regulations (FMCSR) regarding commercial driver license personnel and controlled substance/alcohol testing. WHEREAS, Dynamic Testing Service 230 Main St., Toms River, NJ 08753, has expertise in, and is in the business to offer the above named services.

1. Contract will be in effect from January 1, 2020 to December 31, 2021 to be reviewed for content of service and cost for service. Notice to terminate prior to expiration of the contract year, by either party, must be sent in writing, 30 days prior to termination of the contract.
2. Dynamic Testing Service provides “onsite” specimen collections for the convenience of the Client. Designated Employee Representative(s) (DERs) shall be named by the Client for the purpose of confidential scheduling, and result reporting, at each location requiring testing.
3. Dynamic Testing Service will provide properly trained and certified specimen collectors and properly trained Breath Alcohol Technicians (BAT). Collection service includes the required forms, collection materials, and overnight transport of all collected specimens to SAMHSA certified laboratories. A list of local “patient service centers” will be provided to the Client for those circumstances, when it would not be possible for a collector to travel to the Client. If a collection site other than a PSC listed by Dynamic Testing Service the Client will assume the responsibility for any and all collection fees incurred.
4. Dynamic Testing Service has contracted with several SAMSHA Certified laboratories, and MRO’s (Medical Review Officer) to provide drug testing services in accordance with standards set forth by the USDOT regulations, reports shall be retrieved by Dynamic Testing Service via secured website and/or secured fax. Breath alcohol test results are available immediately upon completion of the test.
5. Dynamic Testing Service will retain all “Positive” urine drug and/or alcohol tests for a minimum of five years and all “Negative” urine drug and/or alcohol tests for a minimum of one year; according to the federal guidelines.
6. Dynamic Testing Service will establish a “confidential reporting protocol” for the purpose of reporting all confirmed positive test results in accordance with standards set forth by the US Department of Health and Human Services and the Client’s Substance Abuse/Alcohol Misuse Policy. The Client will refer all employees who test positive for controlled substances and/or alcohol to a Substance Abuse Professional (SAP) for an evaluation and recommendation for treatment.
7. Dynamic Testing Service will report to the Client all positive, negative, unconfirmed positive tests”.
8. Dynamic Testing Service will be responsible for the administration of the random testing program as prescribed by the USDOT and the Federal Highway Administration (FHWA) requirements. Random testing will be scheduled “evenly” throughout the calendar year. It is the Client’s responsibility to keep Dynamic Testing Service, current on changes in personnel to ensure the integrity of the random program.
9. Dynamic Testing Service will review the Client’s Controlled Substance Abuse/Alcohol Misuse Policy for any recommendations on updating and/or changes.
10. The Client will notify Dynamic Testing Service immediately upon determination of a “Reasonable Suspicion” or a “DOT” defined accident to work within the time constraints of the Federal Regulations.

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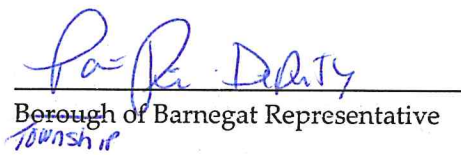
11. The service fee for "Post Accident" and "Reasonable Suspicion" testing, when called for the sole purpose of either test, will be a flat fee of \$200.00 per incident plus cost of test (s).
12. Dynamic Testing Service agrees to be available for telephone consultation as is required by the Client. If the Client requests a consultation at their location Dynamic Testing Service will make every effort to schedule a meeting when in the area of the Client's office to offset expenses for both parties. Should it be necessary for Dynamic Testing Service to travel to the Client's office for the sole purpose of consultation the fee would follow the same format as for "post accident" and "reasonable suspicion" testing.
13. Dynamic Testing Service will generate invoices when services are rendered unless otherwise noted by Client. All invoices are payable within 30 days.
14. Client agrees to hold Dynamic Testing Service harmless for any of the Client's actions including negligence of that not in accordance with federal regulations or Client's controlled substance abuse/alcohol misuse policy.
15. This Contract is governed by the laws of the State of New Jersey. Any action arising from or relating to this Contract shall be filed with a Court of appropriate jurisdiction with the County of Ocean, New Jersey.
16. If any one or more of the provisions of this Contract are determined to be unenforceable, in whole or in part, the remaining provisions shall remain fully operative.
17. The provisions of N.J.S.A. 10:2.4, dealing with discrimination in employment regarding public contracts, and N.J.S.A. 17:27-1 et seq., dealing with affirmative action and the rules and regulations promulgated pursuant thereto, shall be incorporated herein by reference and made binding upon Dynamic Testing Service.
18. Any necessary reports will be provided by Dynamic Testing Service.
19. Dynamic Testing Service will act as your Clearinghouse designee in accordance with the U.S Department of Transportation's drug and alcohol regulations. The Clearinghouse rule requires CDL employers, Medical Review Officers(MRO), Substance Abuse Professional (SAP), and Third Party administrators(CTPA) to report to the Clearinghouse information related to violations of the drug and alcohol regulations in 49 CFT, Parts 40 and 382, by current and prospective employers. Employers are required to query the Clearinghouse for this information during every pre-employment driver investigation and at least once a year for all CDL drivers you employ.



Peter A. Lukowiak  
Dynamic Testing Service

1/10/2020

Date



Borough of Barnegat Representative  
Township

1-21-20

Date

Fee Schedule attached

DOT 5 Panel Urine Drug Test	\$ 50.00 per Specimen
DOT Breath Alcohol Testing	\$ 35.00 per Test
10 Panel Non DOT Urine Drug	\$ 55.00 per Specimen
Salvia Drug Test NON DOT	\$ 62.00 per Specimen
Split Specimen Testing	\$ 250.00 per test
(This is offered only by the MRO if specimen is positive)	
Clearinghouse Query Fee	\$3.00 per Query