



**CITY OF ALBUQUERQUE**  
Albuquerque, New Mexico  
Office of the Mayor

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

May 15, 2026

**TO:** Klarissa J. Peña, President, City Council

**FROM:** Timothy M. Keller, Mayor



**SUBJECT:** Recommendation of Award for Drug and Alcohol Testing Services,  
RFP-2025-736-DFA-ID

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation and developed the RFP for Drug and Alcohol Testing Services.

The solicitation was posted on the Purchasing website on January 5, 2026 and advertised on social media. The number of responses received for evaluation was four (4) with one (1) being deemed as non-responsive.

The Ad Hoc Evaluation Committee evaluated and scored the response in accordance with the evaluation criteria published in the RFP. Duke City Occupational Healthcare-Albuquerque was determined to have met all required criteria, was qualified, and recommended for award.


I concur with this recommendation.



The City's Department of Finance and Administrative Services will manage this contract.

Recommendation of Award for Drug and Alcohol Testing Services, RFP-2025-736-DFA-ID

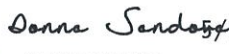
Approved:

Approved as to Legal Form:

  
Samantha Sengel, EdD Date  
Chief Administrative Officer

DocuSigned by:  
 5/20/2026 | 7:30 PM MDT   
1A21D96D32C74EE... Date  
City Attorney

Recommended:

Signed by:  
 5/19/2026 | 4:53 PM MDT  
08F4D687G3GA4E2... Date  
Director

## **Cover Analysis**

**1. What is it?**

This contract provides drug and alcohol specimen collection and testing services in compliance with Federal Department of Transportation regulations (49 CFR Parts 40, 655, 382, and 199), as well as the City of Albuquerque Substance Abuse Policy. These services apply to safety-sensitive employees and include reasonable suspicion testing for both safety-sensitive and non-safety-sensitive employees.

**2. What will this piece of legislation do?**

This legislation authorizes the continuation of drug and alcohol collection and testing services necessary to support the City's Substance Abuse Program.

**3. Why is this project needed?**

This project is required to ensure the City's Substance Abuse Program remains compliant with federal regulations and City policies.

**4. How much will it cost and what is the funding source?**

Cost-\$1,500,000 over the course of the 5-year contract.  
Funding Source-705

**5. Is there a revenue source associated with this contract? If so, what level of income is projected?**

Not applicable

**6. What will happen if the project is not approved?**

Without approval, the City would be unable to maintain a compliant substance abuse testing program.

**7. Is this service already provided by another entity?**

Yes. These services are currently provided by Quest Diagnostics

**FISCAL IMPACT ANALYSIS**

TITLE: Duke City Occupational Healthcare

R: O:  
 FUND: 705  
 DEPT: 2547000

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years			Total
	2027	2028	2029	
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses				-
Property				-
Indirect Costs	-	-	-	-
<b>Total Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
[X] Estimated revenues not affected				
[ ] Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH				
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

These estimates do not include any adjustment for inflation.  
 \* Range if not easily quantifiable.

Number of Positions created

**COMMENTS:** Please note, the estimated total cost will be up to one million and five hundred thousand (\$1,500,000), based on need. Contract amount will cover the course of the 5 year contract.  
**Funding source:** Risk Management Fund 705, Department 2547000. Funds have been appropriated for this contract, and no fiscal impact over the approved budget is expected.

**COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:**

PREPARED BY:  
 DocuSigned by:  
*Gabrielle Bannelos*  
 FISCAL ANALYST

APPROVED:  
 Signed by:  
*Donna Sandavel* 5/19/2026 | 4:53 PM MDT  
 DIRECTOR

REVIEWED BY:  
 DocuSigned by:  
*Haiyan Zhao*  
 EXECUTIVE BUDGET ANALYST

Signed by:  
*Donna Sandavel* 5/20/2026 | 12:51 PM MDT  
 BUDGET OFFICER

Signed by:  
*Christine Bourner*  
 CITY ECONOMIST



# City of Albuquerque

## Department of Finance and Administrative Services

Timothy M. Keller, Mayor

### Interoffice Memorandum

Date: 03/26/2026

**TO:** Dr. Samantha Sengel, Chief Administrative Officer

**FROM:** Donna Sandoval, Director, Department of Finance and Administrative Services

**SUBJECT:** **Recommendation of Award –**  
 RFP Number: RFP-2025-736-DFA-ID  
 RFP Name: Drug and Alcohol Testing Services

Initial  
DS

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation and developed an RFP for Drug and Alcohol Testing Services.

The solicitation was posted on the Purchasing website January 5, 2026 and advertised on social media. The number of responses received for evaluation were four (4) with one (1) Offeror being eliminated due to being deemed non-responsive.

The Ad Hoc Evaluation Committee evaluated and scored the responses in accordance with the evaluation criteria published in the RFP and recommends awarding a contract to Duke City Occupational Healthcare-Albuquerque.

I concur with this recommendation. Listed below are the composite scores for the top responses received:

COMPANY NAME	SCORE
Duke City Occupational Healthcare-Albuquerque	770.86
Phamatech, Incorporated	635
Statcare Urgent & Walk In Medical Care PLLC	607.11

The Department that will be managing this contract is the Department of Finance and Administrative Services

Approved:

DocuSigned by:  
 4/24/2026 | 4:57 PM MDT  
 \_\_\_\_\_  
 Dr. Samantha Sengel (Date)  
 Chief Administrative Officer

Attachment: Scoring Summary



## RFP-2025-736-DFA-ID - Drug and Alcohol Testing Services Scoring Summary

### Active Submissions

	Total	Agreement to the required City of Albuquerque Terms and Conditions	Agreement to provide the required insurances as stated in the RFP	Pay Equity Form	A - Technical Proposal	A-1 - Profile/Detailed Approach	A-2 - Detailed Plans	A-3 - Experience and Qualifications	A-4 - Project Management	B - Cost Proposal	B-1 - Appendix B
Supplier	/ 1,000.00 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 900 pts	/ 200 pts	/ 200 pts	/ 300 pts	/ 200 pts	/ 100 pts	/ 100 pts
Duke City Occupational Healthcare-Albuquerque	770.86	Pass	Pass	Pass	688.75	152.5	173.75	206.25	156.25	82.11	82.11
Phamatech, Incorporated	635	Pass	Pass	Pass	535	117.5	133.75	170	113.75	100	100
Statcare Urgent & Walk In Medical Care PLLC	607.11	Pass	Pass	Pass	552.5	117.5	105	210	120	54.61	54.61

### Eliminated Submissions

	Agreement to the required City of Albuquerque Terms and Conditions	Agreement to provide the required insurances as stated in the RFP	Pay Equity Form	A - Technical Proposal	A-1 - Profile/Detailed Approach	A-2 - Detailed Plans	A-3 - Experience and Qualifications	A-4 - Project Management	B - Cost Proposal	B-1 - Appendix B
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	/ 900 pts	/ 200 pts	/ 200 pts	/ 300 pts	/ 200 pts	/ 100 pts	/ 100 pts
Quest Diagnostics Clinical Laboratories, Inc.	-	-	-	-	-	-	-	-	-	-

# City of Albuquerque

## Request for Proposals

**Solicitation Number: RFP-2025-736-DFA-ID**

**Drug and Alcohol Testing Services**

**Open Date: 01/05/2026**



**Deadline for Receipt of Proposals: February 4, 2026 4:00 p.m. (Mountain Time)**

**The City eProcurement System will not allow Proposals to be submitted after this date and time.**

**Non Mandatory Pre-Proposal Conference**

**Date: January 15, 2026**

**Time: 1:00PM (Mountain Time)**

**City of Albuquerque  
Department of Finance and Administrative Services  
Purchasing Division**

**V2024.07.10 JLB**

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## INTRODUCTION

The City of Albuquerque invites qualified vendors to submit proposals for drug and alcohol testing services. The City's objective is to solicit proposals from exceptionally qualified vendors experienced in providing a program for drug and alcohol testing to comply with Federal Department of Transportation regulations (49 CFR Part 40, Part 655, Part 382 and Part 199) and the City of Albuquerque Substance Abuse Policy for safety sensitive employees and reasonable suspicion testing for safety-sensitive and non-safety sensitive employees. The Contractor(s) shall comply with all applicable federal, state and local government laws and regulations related to drug and alcohol testing.

In order to fulfill the purpose described above, the designated contractor(s) will be required to perform the following specific responsibilities:

- Administer collections, testing and other duties in a manner conforming to Federal, State and local laws.
- Provide facilities for after-hour collections and testing.
- Provide testing facilities/laboratory analysis by a laboratory certified by the Department of Health and Human Services ("DHHS").
- Provide to the City all reporting required by 49 CFR Part 40, Part 382, Part 655 and Part 199. Reporting shall be annual and semi-annual, with records maintained by the contractor.
- Provide itemized invoices for City review and payment on a monthly basis.

Approximately thirty-eight hundred (3800) employees are subject to random drug and alcohol testing each year. Approximately four hundred and forty (440) employees are governed by the Federal Transit Administration (FTA), approximately four hundred (400) employees are governed by Federal Motor Carriers Safety Administration (FMCSA), approximately eight (8) employees are governed by Pipeline and Hazardous Materials Safety Administration (PHMSA) and the remaining employees are governed by City authority.

The drug and alcohol testing program shall include, but not be limited to the following tests and procedures for the categories listed below which are covered under 49 CFR Part 40:

- Pre-Employment
- Random
- Reasonable Suspicion
- Post-Accident
- Return to Duty
- Follow-up
- Other tests that may be required as appropriate (non-DOT)

## PART 1

### INSTRUCTIONS TO OFFERORS

**1.1 RFP Number and Title: RFP-2025-736-DFA-ID, "Drug and Alcohol Testing Services"**

**1.2 Proposal Due Date: February 4, 2026 - NLT 4:00 PM (Local Time)**

The time and date Proposals are due shall be strictly observed.

**1.2.1 Non-Mandatory Pre-Proposal Conference:** This is not a mandatory pre-Proposal conference, but highly recommended. Those vendors who choose not to attend shall be solely responsible for obtaining any additional information, clarifications or addenda resulting from this meeting.

**Pre-Proposal Conference Time and Location:**

**Time: 1:00PM (Mountain Time)**

**Location: <https://cabq.zoom.us/j/81554208294>**

**1.2.2 Questions:** All questions shall be submitted in written format in the City's eProcurement system prior to the close date for questions and answers.

**1.3 Purchasing Division:** This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

**1.4 Authority:** Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, ("Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

**1.5 Acceptance of Proposal:** Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

**1.5.1 City Public Purchases Ordinance**

**1.5.2 City Purchasing Rules and Regulations:** These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

**1.5.3 Civil Rights Compliance:** Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

**1.5.4 Americans with Disabilities Act Compliance:** The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and federal regulations promulgated thereunder.

**1.5.5 Insurance and Bonding Compliance:** Acceptance of Proposal is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

**1.5.6 Ethics:**

**1.5.6.1 Fair Dealing.** The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

**1.5.6.2 Conflict of Interest.** The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

**1.5.7 Participation/Offeror Preparation:** The Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

**1.5.8 Debarment or Ineligibility Compliance:** By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

**1.5.9 Goods Produced Under Decent Working Conditions:** It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

**1.5.10 Graffiti Free:** When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

**1.6 City Contact:** The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. The City Contact will communicate with Offerors through its e-procurement system, Bonfire. Offerors will receive e-mail notifications from Bonfire to the e-mail that Offeror included in its Bonfire registration. Offerors are responsible for monitoring any communications sent through

Bonfire and responding to any requests for information or directives within stated deadlines. Offerors who fail to abide by this instruction may be deemed nonresponsive.

- Isaiah Davila, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-3319 or E-Mail: idavila@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

**1.7 Contract Management:** The contract resulting from this RFP will be managed by the Department of Finance and Administrative Services, Risk Division.

**1.8 Clarification:** Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein and must be submitted through the City's eProcurement system Bonfire. **The City will not respond to questions that are submitted by any other means than electronically through the City's eProcurement system.** Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

**1.9 Submission of Proposals.** The Offeror's Proposal must be submitted **electronically** through the eProcurement system pursuant to the following requirements:

**1.9.1 Electronic Copy.** Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of two (2) business days to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please make sure to register on the system in order to receive notices and submit a response to a solicitation. For assistance, please contact [support@gobonfire.com](mailto:support@gobonfire.com) or 1-800-354-8010. **Failure to submit your proposal electronically through the City's eProcurement system shall result in your proposal being deemed nonresponsive.**

**1.9.2 Format.** Each file uploaded to the eProcurement System shall be in single PDF format unless otherwise indicated. The City's preferred format is Optical Character Recognition (OCR) searchable PDF format. Do not encrypt files and do not password protect the documents submitted.

**1.9.3 ALL PROPOSALS MUST BE RECEIVED BY THE CITY PURCHASING DIVISION AS SPECIFIED HEREIN. IF YOU FAIL TO COMPLY WITH THE SUBMISSION REQUIREMENTS IN THIS SECTION 1.9, THE CITY SHALL DEEM YOUR PROPOSAL**

## **NONRESPONSIVE.**

**1.9.4 No other methods of Proposal delivery.** Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

**1.9.5 Modification.** Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

**1.9.6 Receipt of Proposals.** The only acceptable evidence to establish the time of receipt of Proposals by City Purchasing Office is the time-date stamp of the eProcurement System.

**1.9.7 Acknowledgment of Addenda to the Request for Proposals.** Receipt of Addenda to this RFP by an Offeror must be acknowledged in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

**1.10 Modifications to Scope of Services:** In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

**1.11 Required Contract Terms:** The Required Contract Terms can be accessed at this link <https://www.cabq.gov/dfa/purchasing-division/vendor-services/terms-and-conditions>, click on "Request for Proposals Required Contract Terms". The Offeror certifies that it accepts the Required Contract Terms, or has uploaded its exceptions to the Required Contract Terms in the City's e-Procurement system, under "Requested Information" "Exceptions to Section 1.11 Required Contract Terms." Any exceptions shall be identified by the RFP Section, Subsection, and must state the specific exception the Offeror has, as well as any alternative language. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Required Contract Terms. The Required Contract Terms may differ from the terms in the final contract awarded under this RFP.

**1.12 Contract Term:** The contract resulting from this solicitation is anticipated to have a term of five (5) years with no possible extensions.

**1.13 Evaluation Period:** The City reserves the right to analyze, examine and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, such an extension would be in the best interest of the City.

**1.14 Evaluation Assistance:** The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

**1.15 Rejection and Waiver:** The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

**1.16 Award of Contract:**

**1.16.1 When Award Occurs:** Award of contract occurs when a Purchase Order is

issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

**1.16.2 Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

**1.17 Cancellation:** This RFP may be canceled for any reasons and any and all Proposals may be rejected in whole or in part when it is in the best interests of the City.

**1.18 Negotiations:** Negotiations may be conducted with the Offeror(s) recommended for award of contract.

**1.19 City-Furnished Property:** No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

**1.20 Public Records:**

**1.20.1** The Purchasing Division's procurement file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection in accordance with applicable law after the recommendation of award of a contract has been approved by the Mayor or the Mayor's designee.

**1.20.2** An Offeror who chooses to submit material they consider a "Trade Secret" must do so in a segregated file clearly designated as containing trade secrets both in the file name and within the contents of the file itself. These segregated files are to be used by the City for reference only. An Offeror's failure to segregate such materials constitutes a failure to reasonably, under the circumstances, maintain the materials' secrecy and Offeror indemnifies and holds the City harmless for any and all liability resulting from the disclosure of any materials not segregated as described above.

**1.20.3** If an Offeror submits with a proposal material required by law to be kept confidential, the Offeror must segregate such material in a separate file. Such a file should be clearly designated as "Legally Confidential" in both the file name and within the contents of the file. The contents of the file must include a description and citation to the legal basis for why the material must be kept confidential. Failure to segregate the material and describe the legal basis for why it is to be kept confidential may result in the information being disclosed. Designating the entire proposal confidential is not acceptable without providing the legal basis and may result in the information being disclosed. Offeror indemnifies and holds the City harmless for any and all liability resulting from such disclosure resulting from information not segregated as described above.

**1.20.4 Pricing, makes and models or catalog numbers of items offered, delivery terms, and terms of payment shall not be designated as trade secrets or required to be kept confidential by law.**

**1.20.5** The City will endeavor to restrict the release of material segregated and designated as "Trade Secret" or "Legally Confidential" to only those individuals involved in the review and analysis of the Proposals, and to any other party as required by law or court order. Under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) ("Act") the City may redact trade secrets and other material required to be kept confidential by law, but may not redact proprietary or confidential information. Any Proprietary or Confidential Data provided as part of a Proposal is subject to public inspection under the Act. **Notwithstanding any provision of this RFP, the City shall not be responsible or liable to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

**1.21 Procurement Preferences:** A Pay Equity Preference as provided in Section 5-5-31 R.O.A. 1994 (as amended by C/S O-17-33) and the State Preferences as provided in 13-1-21 NMSA 1978 are applicable to this solicitation. To request the application of a preference, as applicable, Offeror shall submit with its Proposal a City Pay Equity Preference Form or the New Mexico State Certification for the requested preference.

**1.22 Request for Proposals Protest Process:**

**1.22.1 RFP Documents:** If the protest concerns the specifications for the RFP or other matters pertaining to the solicitation documents, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m., ten (10) business days prior to the deadline for the receipt of Proposals.

**1.22.2 Recommendation of Award:** If the protest concerns the Recommendation of Award, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10<sup>th</sup>) business day after the receipt of notice of the Recommendation of Award.

**1.22.3 Timely Protests:** Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out herein, or they will be rejected. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

**1.22.4 How to File a Protest:** Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be electronically delivered via email or mailed. Facsimile, telephonic, telegraphic or any other type of electronic protests will not be accepted.

**1.22.5 Required Information:** The protest shall contain at a minimum the following:

**1.22.5.1** The name and address of the protesting party;

**1.22.5.2** The number of the competitive solicitation;

**1.22.5.3** A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;

**1.22.5.4** Details concerning the facts, which support the protest;

**1.22.5.5** Attachments of any written evidence available to substantiate the claims of the protest; and

**1.22.5.6** A statement specifying the ruling requested.

**1.22.6 Delivery of Protests:**

**1.22.6.1 By Mail:** Protests may be mailed in an envelope marked "PROTEST" with the solicitation number. Protests which are mailed should be addressed as follows:

Chief Procurement Officer  
City of Albuquerque, Purchasing Division  
P.O. Box 1293  
Albuquerque, NM 87103  
PROTEST, RFP Number

**1.22.6.2 By Electronic Mail:** Protests may be emailed to:

Kathleen Oney, Chief Procurement Officer  
[koney@cabq.gov](mailto:koney@cabq.gov)

The message should clearly indicate "PROTEST" and the RFP number in the subject line.

**1.22.7 Protest Response by Chief Procurement Officer:** The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

**1.22.8 Protest Hearing:** If a hearing is requested, the request must be included in the protest and received within the time limit. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

**1.23 Insurance:**

**1.23.1 General Conditions:** The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall

furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

**1.23.2 Approval of Insurance:** Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

**1.23.3 Coverage Required:** The kinds and amounts of insurance required are as follows:

**1.23.3.1 Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

**1.23.3.3 Workers' Compensation Insurance.** Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has

determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

**1.23.4 Increased Limits:** During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

**1.23.5 Additional Insurance:** The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

**THE CITY WILL REJECT ANY BONDS THAT ARE NOT ISSUED ON THE CITY REQUIRED FORMS).**

**1.24 Pay Equity Documentation.** All Proposals shall include a Pay Equity Reporting Form that can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative>. Offerors who believe they are exempt because they are an out-of-state contractor (meaning that you have no facilities and no employees working in New Mexico) are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying the exempt status checked. **Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31.** A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please contact the "City Contact" identified above in Section 1.6 with any questions about the Pay Equity Reporting Form.

**PART 2**  
**PROPOSAL FORMAT**

**A “Proposal” consists of two distinct sections—a “Technical Proposal” and a “Cost Proposal”—that are submitted separately in Bonfire. Failure to submit the Technical Proposal and Cost proposal separate, shall result in the City deeming your submission non-responsive.**

**2.1 Technical Proposal Format, Section One**

**2.1.1 Offeror Identification:** State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or nonprofit). Subcontractors, if any, must be identified in a similar manner. Include name, email address and telephone number of person(s) in your organization authorized to execute the contract resulting from this RFP. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement to the Required Contract Terms; state exceptions as directed in Section 1.11. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

**2.1.2 Firm (Qualifications):** The proposer shall discuss the firm’s history and experience relevant to the City of Albuquerque’s needs, including a description of the firm’s direct experience performing the tasks described in this request for proposals. The proposal should emphasize experience with organizations of similar size, scope and complexity. The proposal should also demonstrate the ability of the firm’s staff to work with the designated employer representative (DER), testing laboratories, substance abuse professionals and employees. This section shall contain the proposer’s staffing plan, which shall identify the project manager(s) and any other key personnel who will be assigned to the project, and shall discuss the direct qualifications and experience of each key individual. Staff shall be locally prepared to handle all requirements at the contract start. Limit qualifications to no more than 25 pages. At a minimum, this section should include:

**2.1.2.1** Documentation of experience testifying as an expert witness, at depositions or for court administrative proceedings.

**2.1.2.2** Copies of all licenses and certifications relating to the requirements of this RFP.

**2.1.2.3** An organizational chart, complete with a listing of all job classifications and the number of full and part-time employees in each job classification, who will participate in the performance of the work. Proposer must have no less than one (1) female and one (1) male available to

administer collections at all times.

**2.1.2.4** The proposer shall identify which job classifications, if any, relate to subcontractor personnel. Provide contact information for any subcontractor personnel the proposer plans on utilizing.

**2.1.2.5** A list of similar-sized government agencies subject to United States Department of Transportation (DOT) testing to which your organization has provided urine drug testing services in the past five years. Provide a description of not more than four contracts similar in size and scope prepared by your firm.

**2.1.2.6** If your firm had a City contract terminated for any cause within the past five years, provide an explanation and a list of contact person(s) from the organization that terminated the contract.

**2.1.2.7** Provide the number of cancelled tests due to the laboratory error in 2019, 2018, and 2017.

**2.1.2.8** Provide the number of cancelled tests due to a "fatal flaw" by collectors and subcontractors at the local collection site in 2019, 2018, and 2017.

**2.1.3 Proposed Approach to Tasks:** Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)].

**2.1.3.1** Describe the laboratory procedures for validity testing of samples submitted to the laboratory.

**2.1.3.2** Describe the procedures for ensuring the integrity of the shipping and receiving of specimens to the laboratory. Address the following issues:

**2.1.3.2.1** Evidence of tampering.

**2.1.3.2.2** Discrepancies in the employer's chain of custody forms.

**2.1.3.2.3** Inadequate sample for initial testing.

**2.1.3.2.4** Inadequate sample for split specimen testing.

**2.1.3.3** Describe the procedures for the storing of positive samples.

- 2.1.3.4** Provide a copy of the firm's confidentiality policy and procedures.
- 2.1.3.5** Describe the procedures and timeframes for reporting results to the MRO.
- 2.1.3.6** Provide the firm's laboratory record retention policy and procedures.
- 2.1.3.7** Describe how qualitative analysis will be made available to the MRO.
- 2.1.3.8** Describe how specimen containers and appropriate chain of custody forms will be supplied to the collector.
- 2.1.3.9** Describe the procedures for specimen pick-up by the courier service, including a typical schedule, and the name of the courier service that will interact with the test collector. Discuss the flexibility of the courier to schedule pick-up of specimens to accommodate night, weekend and holiday testing. Provide a contact person at the courier service.
- 2.1.3.10** Provide a copy of the chain-of-custody form and electronic chain-of-custody form (if applicable) that will be used for specimen collection.
- 2.1.3.11** Describe the procedures for addressing issues that may arise out of litigation or a disciplinary hearing. (The cost of the expert witness testimony should be included in the Cost Proposal).
- 2.1.3.12** Describe the procedures for addressing issues with a subcontractor failing to perform to standard.

**2.1.4 Management Summary:** Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

## **2.2 Cost Proposal Format, Section Two**

**2.2.1 Total Cost:** Submit your Cost Proposal (Appendix B) separately from your Technical Proposal (upload Appendix B in the City's eProcurement system). Failure to submit your cost separately from your Technical Proposal shall result in your proposal being deemed non-responsive.

**2.2.2 All Costs:** All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other Proposals received. All costs should include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost Proposal -- for example, insurance or taxes and that liability for items not included remains with the Offeror.

### **PART 3 SCOPE OF SERVICES**

The City's objective is to solicit proposals from exceptionally qualified vendors experienced in providing a program for drug and alcohol testing to comply with Federal Department of Transportation regulations (49 CFR Part 40, Part 655, Part 382 and Part 199) and the City of Albuquerque Substance Abuse Policy for safety sensitive employees and reasonable suspicion testing for safety-sensitive and non-safety sensitive employees. The Contractor shall comply with all applicable medical standards, federal, state, and local government safety codes, laws, and regulations relating to drug and alcohol testing. The drug and alcohol testing program shall include, but not be limited to the following tests and procedures for the categories listed below which are covered under 49 CFR Part 40:

- Pre-Employment
- Random
- Reasonable Suspicion
- Post-Accident
- Return to Duty
- Follow-up
- Other tests that may be required as appropriate (non-DOT)

Other tests may be required as a result of changes in the DOT regulations 49 CFR Parts 40, Part 655, 199 and 382, or upon request by the City. Reference Appendix A for number of tests by test type and year performed on behalf of the City of Albuquerque for calendar years 2016, 2017 and 2018.

The awarded Contractor shall perform the following services:

- Administer collection, testing and other duties in a manner conforming to Federal, State and local laws.
- Provide testing facilities/laboratory analysis by a laboratory certified by the DHHS.
- Provide to the City all reporting required by 49 CFR Part 40, 49 CFR Part 199, 49 CFR Part 382, and 49 CFR Part 655. Reporting shall be annual and semi-annual, with records maintained by the Contractor.
- Provide itemized invoices for City review and payment on a monthly basis.
- Provide semi-annual and annual reports itemizing each required test and category of test administered.

## Specimen Collection:

The primary means of providing testing will be through the use of a collection site located at the City of Albuquerque Employee Health Center. The Contractor shall provide testing from this location 8:00 a.m. to 5:00 p.m., Monday – Friday (excluding City holidays). This shall be considered normal hours of operation. All conditions of privacy, confidentiality and chain-of-custody must be met.

- The Contractor shall provide after hours on-call coverage (including holidays) to encompass all hours and days of the week not otherwise covered by normal hours of operation. Such coverage shall be provided by the Contractor at a location provided by the Contractor convenient to City personnel. The Contractor must have the capacity of performing the required test(s) within two (2) hours of the request for testing.
- The Contractor shall provide after-hours coverage for three (3) separate Saturday drug testing events, each lasting for a minimum of four (4) hours in order to accommodate between 100-120 drug tests in support of the City of Albuquerque's Summer Seasonal Pre-Employment drug testing.
- Collection and testing sites must be acceptable to the City of Albuquerque and be mutually agreed upon by the City and the Contractor before the collection site can become a permanent site for this contract.
- The Contractor shall supply an emergency telephone number for each collection facility to provide specimen collection services after regular office hours.
- The Contractor shall provide Post-Accident or Reasonable Suspicion testing, if necessary, at city hospitals.
- Collection site personnel shall be trained in compliance with 49 CFR Parts 40, 655, 382 and 199, and shall be regularly engaged in the business of providing the required controlled substances and alcohol testing.
- City employees shall not be required to wait more than 30 minutes from check in for the scheduled test to begin. Post-Accident and reasonable suspicion tests shall begin within 15 minutes of the employee's arrival at the collection site. The contractor shall provide adequate free parking near the facility.
- Collection site personnel shall provide the City of Albuquerque with copies of alcohol testing forms and chain-of-custody forms within twenty-four (24) hours of collection.
- The Contractor shall provide, as part of their services, overnight transportation for all specimens to the appropriate testing laboratory via certified courier trained in DOT drug testing collection procedures. The proposal shall specify how overnight transportation of

specimens will be forwarded to the testing laboratories.

- The Contractor shall provide alcohol testing in accordance with 49 CFR Part 40.
- Collection sites shall have trained Breath Alcohol Technicians (BAT) meeting DOT regulations. Evidential Breath Testing (EBT) devices must meet the guidelines of the National Highway Traffic Safety Administration conforming products list and test procedures must conform to DOT regulations. The proposer shall specify the procedures to be utilized for alcohol testing. Such procedures must conform to federal requirements. Proposers shall also provide details of the qualifications of its BAT.
- Provide collector training, at a minimum, every six (6) months.
- Provide the Substance Abuse Program Manager with the current version of the Contractor's Standard Operating Procedures (SOPs) for collections.

#### Drug Screen Testing:

- DOT tests: Drug screen tests which includes screening and confirmation of any positives by gas chromatography ("GC/MS") for a U.S. DHHS certified panel; this covers regulated testing as defined in the U.S. Department of Transportation regulations (49 CFR Part 40, as amended, Part 199, as amended, Part 382, as amended, and Part 655, as amended).
- Non-DOT tests: Drug screen tests which include screening and confirmation of any positives by GC/MS, mirroring the U.S. DHHS certified panel cited above.
- Drug screen test which includes screening and confirmation of any positives by GC/MS for a SAFE TEN (Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine, Methadone, Methaqualone, Opioids, Phencyclidines – PCP, Propoxyphene).
- Anabolic Steroid Testing.
- Additional testing as requested.
- Facilitate and/or set up out of state collection as requested.

#### Laboratory Services:

- Laboratories shall be certified under the U.S. DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs" for the provision of analytical toxicology services to detect and report the presence of specified drugs in employees and candidates for employment and in compliance with laboratory analysis procedures specified in 49 CFR Part 40. Proposals shall include a copy of the certification.
- Maintain back-up testing services from an agreed upon DHHS-certified laboratory to

assure continuous services in the event that the Contractor for any reason should lose their DHHS certification.

- Ensure that all testing and quality control testing and storage of specimens (primary and split) are in accordance with applicable federal and state laws, regulations and rules.
- All chain of custody forms (DOT and Non-DOT), supplies, and equipment necessary to collect, analyze, and/or store urine and breath specimens shall be provided by the Contractor.
- Provide proper documentation and storage of test results and describe procedures to ensure protection to samples.
- Expert witnesses shall be provided by the Contractor to defend the integrity of the procedures.
- All reports shall be forwarded to the DER for the City.
- The laboratory shall prepare and provide semi-annual reports within 20 days of the period end, summarizing the testing and prepare a detailed calendar year ending summary of all tests results for employer drug testing programs, according to DOT regulations 49 CFR Parts 40, 199, 655 and 382.
- The Contractor shall specify the record keeping system the laboratory will utilize, including failsafe backup procedures to prevent loss of documentation due to any circumstances. The Contractor shall specify the location, days of week and hours of operations of the qualified laboratory.
- The Contractor shall maintain a tele-printer at the MRO or his designee's office for the confidential transmission of results. The tele-printer and all peripherals such as the printer, dedicated phone line(s) and printer paper will be provided by the Contractor at no additional charge.
- Negative drug test results, in report form, shall be forwarded to the City's designated MRO within forty-eight (48) hours of collection. Positive drug test results, in report form, shall be forwarded to the City's designated MRO within seventy-two (72) hours of collection.
- It is the Contractor's responsibility to ensure that the laboratories they use comply with all DOT and contract requirements.
- The laboratory shall maintain strict confidentiality of all test results in accordance with DOT regulations. This confidentiality shall be maintained at all times.
- All alcohol test results shall be forwarded to the City's DER within twenty-four (24) hours of collection. Positive alcohol test results will be reported to the City's DER

immediately.

- There shall be no charges for canceled tests as a result of an error of collection or laboratory personnel.

#### Consultation Services:

- The Contractor shall be required to provide consultation services on an as-needed basis in the following areas:
  - The laboratory's corporate account manager (or designee) must be available on a daily basis, to answer questions and resolve problems.
  - Provide expert testimony on all matters related to Drug and Alcohol Testing on an as-needed basis.
  - Upon request, prepare a litigation package to include copies of all chain of custody documents, batch specimen review sheets, GC/MS data review file (graphic charts), resumes and credentials of all technicians involved in testing of specimens, laboratory testing reports to include the initial immunoassay screen and the conformation gas chromatography/mass spectrometry test.

#### Record Retention:

- The Contractor shall maintain records, documents, and other files directly related to the performance of work under this agreement in accordance with DOT regulations 49 CFR Parts 40, 199, 655 and 382 and accepted professional practice and appropriate accounting procedures.
- The Contractor shall provide any or all records produced or held in execution of the agreement awarded under this RFP within ten (10) days of written notice.

#### Additional Requirements:

- The Contractor shall provide oversight of staff acting as collectors to ensure that collections are completed accurately and in compliance with federal regulations and City policy.
- The Contractor shall ensure that an adequate number of staff acting as collectors are available to conduct collections in a timely manner. Adequate for this contract means, at a minimum, one (1) male and one (1) female available at all times to administer a collection.
- Certifications of all collectors shall be provided to the City upon execution of the contract

and then as any staffing changes are made.

- The collection site(s) and personnel shall be subject to periodic audits, announced and unannounced, by the City or its designee.

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## PART 4

### EVALUATION OF PROPOSALS

**4.1 Selection Process.** The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial Proposals.

**4.2 Evaluation Criteria.** The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

#### **4.2.1 Evaluation Factors:**

**200** -- The Offeror's general approach and plans to meet the requirements of the RFP. Offeror's response shall include all information listed in Part 2, Proposal Format, 2.1.3

**200** -- The Offeror's detailed plans to meet the objectives of each task, activity, etc. on the required schedule.

**300** -- Experience and qualifications of the Offeror to perform tasks described in Part 3, Scope of Services. Offeror's response shall include all information listed in Part 2, Proposal Format, 2.1.2.

**200** -- Adequacy of proposed project management and resources to be utilized by the Offeror. Offeror shall also include detailed plans to ensure any subcontractors meet the required time frames. Offeror's response shall include all information listed in Part 2, Proposal Format, 2.1.4.

**100** -- Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

**4.2.2 Cost/Price Factors:** The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

**4.2.3 Cost Evaluation.** The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

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**PART 5  
DRAFT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Albuquerque, New Mexico a municipal corporation, ("City"), and \_\_\_\_\_, ("Contractor"), a \_\_\_\_\_, whose address is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals for the \_\_\_\_\_ Department, P \_\_\_\_\_, titled " \_\_\_\_\_ ", which is Exhibit A to this Agreement; and

**WHEREAS**, the Contractor submitted its Proposal, dated \_\_\_\_\_, in response to P \_\_\_\_\_, which Proposal is Exhibit B to this Agreement; and

**WHEREAS**, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Contractor shall perform the following services ("Services") in a satisfactory and proper manner, as determined by the City:

Provide drug and alcohol testing to the City of Albuquerque, in accordance with Exhibit A as supplemented by Exhibit B. To the extent the Exhibits conflict with this Agreement, the terms of this Agreement shall govern.

2. **Time of Performance.** Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within \_\_\_\_\_ years of the date of execution of this Agreement. This Agreement may be extended for up to \_\_\_\_\_ additional one-year periods upon written agreement of the parties.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. **Method of Payment.** Such amount shall be paid to the Contractor in installments, which include any applicable gross receipts taxes, as follows: TBD. Payments shall be made to the Contractor upon completion of each task, upon receipt by the City of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. **Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. **Independent Contractor.** The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. **Personnel.**

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
7. **Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.23 or the bonds per the attachments to Exhibit A have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the City.
8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.
9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.
10. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.
11. **Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing

body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

12. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.
13. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 *et seq.* and Inspector General Ordinance, §2-17-1 *et seq.* R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.
14. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
15. **Compliance with Laws.** In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.
16. **Changes.** The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
17. **Assignability.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.
18. **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor

shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

19. **Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.
20. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
21. **Enforcement.** The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
22. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, [attached hereto](#), are hereby made a part of this Agreement.
24. **Applicable Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.
25. **Debarment, Suspension, Ineligibility and Exclusion Compliance.** The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor

agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

26. **Approval Required.** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement. **IN WITNESS WHEREOF**, the City and the Contractor have executed this Agreement as of the date first above written.

**CITY OF ALBUQUERQUE**

**CONTRACTOR:**

**Approved By:**

**By:** \_\_\_\_\_

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Chief Administrative Officer**

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

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

\_\_\_\_\_, **Director**

**Department** \_\_\_\_\_

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

## APPENDIX A Testing Data

The following represents the number of tests (by test type) for 2023, 2024 and 2025. These amounts are intended to give the offerors a historical perspective only. The City does not guarantee such usage. Breath alcohol testing is conducted for all test types other than pre-employment and transfer/promotion.

Test Type	2023	2024	2025
Pre-employment	1993	1877	1890
Random	1511	1444	1378
Reasonable Suspicion	14	10	9
Post-Accident	48	67	64
Return-to-duty	9	23	6
Follow-up	81	123	106
Transfer/Promotion	2	1	0
Self-Referral	2	0	7
Pre-Return-to-duty	8	11	6
<b><i>Totals</i></b>	<b>3668</b>	<b>3556</b>	<b>3466</b>

**APPENDIX B  
Cost Proposal**

	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Year Four</b>	<b>Year Five</b>
	Unit Cost per Service	Unit Cost per Service	Unit Cost per Service	Unit Cost per Service	Unit Cost per Service
DOT Drug Screen					
Non-DOT Drug Screen					
Ten Panel Drug Screen					
Anabolic Steroid Drug Screen					
Breath Alcohol at designated location (site code QD096) and onsite collector at CABQ (site code ES002)					
Unscheduled Emergency/After Hours Collections (per donor)					
Scheduled After Hours at Predefined locations (per hour minimum charge 2 hours)					
Three (3) Saturday Collections Per Year with four (4) hours per scheduled Saturday at predefined location with three (3) collectors					
Expert Testimony Fee					

- Please complete table for 5 years.
- Include lab fees within the Unit Cost per Service.
- All line items shall indicate any and all appropriate taxes and all other such charges to accommodate the service requirements. The City reserves the right to add or delete contracted or related services as needed throughout the term of the contract.



**DUKE CITY CARES**  
**YOUR MEDICAL FAMILY**  
Primary • Urgent • Mobile • Pediatric  
Behavioral • Occupational

2/4/2026

Duke City Occupational Healthcare  
Drug and Alcohol Testing Services

**RFP-2025-DFA-ID – CITY OF ALBUQUERQUE**

*T. Candelaria*

Tym Candelaria  
Senior Manager of Clinical Operations

Duke City Occupational Healthcare  
3121 Carlisle Blvd NE, Albuquerque NM 87110  
P: 505-228-2108, Fax: 505-205-1514  
E: [dcoh@dukecitycares.com](mailto:dcoh@dukecitycares.com)

## **Duke City Occupational Healthcare (DCOH)**

### **Drug and Alcohol Testing Services**

#### **City of Albuquerque**

#### **RFP-2025-736-DFA-ID**

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### **EXECUTIVE SUMMARY**

Duke City Occupational Healthcare (DCOH) submits this proposal in response to the City of Albuquerque Request for Proposals RFP-2025-736-DFA-ID for Drug and Alcohol Testing Services. DCOH provides comprehensive DOT and non-DOT drug and alcohol testing services utilizing the eScreen electronic testing system to ensure full compliance with 49 CFR Part 40, Parts 382, 655, and 199, and all applicable federal, state, and local regulations. Through standardized workflows, secure electronic chain-of-custody, qualified personnel, and audit-ready reporting, DCOH delivers a reliable, compliant, and scalable testing solution supporting the City's safety-sensitive workforce.

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### **INTRODUCTION**

In accordance with the Introduction section of the City of Albuquerque RFP, DCOH understands the City's objective is to obtain exceptionally qualified vendors capable of administering a comprehensive drug and alcohol testing program for safety-sensitive and non-safety-sensitive employees. DCOH's program supports pre-employment, random, reasonable suspicion, post-accident, return-to-duty, follow-up, and other required testing categories in strict conformance with 49 CFR Part 40 and applicable City policies.

---

### **PART 2 – PROPOSAL FORMAT**

This technical narrative is organized and presented in the format requested by the City of Albuquerque and directly addresses the Scope of Services outlined in Part 3 of the RFP. All services described herein are supported by trained personnel, documented procedures, and the eScreen electronic testing platform.

---

### **PART 3 – SCOPE OF SERVICES**

#### **3.1 Drug and Alcohol Testing Program Administration**

DCOH administers all drug and alcohol testing events through the eScreen system. Each testing event is initiated electronically, with donor, employer, test reason, and regulatory status verified prior to collection. The system generates an electronic Chain of Custody Form (eCCF), ensuring traceability from collection through laboratory analysis and final reporting.

### **3.2 Urine Drug Screen Collections (DOT and Non-DOT)**

DCOH performs urine drug screen collections in compliance with 49 CFR Part 40 Subparts D and E. At the time of collection, donor identity is verified using government-issued photo identification. Collectors provide standardized instructions regarding the collection process, privacy protections, and prohibited conduct.

Collection sites are maintained to meet Part 40 security requirements, including securing personal belongings and restricting access to adulterants. Donors provide a minimum 45 mL urine specimen. Collectors verify specimen temperature, inspect for adulteration, and document all observations in real time within eScreen. If insufficient volume or irregularities are identified, the system guides collectors through shy bladder or directly observed collection procedures as required.

For DOT collections, specimens are split into primary and split bottles, sealed with tamper-evident labels, and electronically signed by both donor and collector. All actions are timestamped and permanently recorded.

### **3.3 Laboratory Analysis and Medical Review Officer (MRO)**

Specimens are transferred to SAMHSA-certified laboratories for analysis. Laboratory results are reviewed and verified by a qualified Medical Review Officer prior to reporting to the City of Albuquerque. eScreen facilitates secure transmission of results and maintains documentation for audit purposes.

### **3.4 Breath Alcohol Testing**

All breath alcohol testing is conducted by DOT-qualified Breath Alcohol Technicians using approved Evidential Breath Testing devices. eScreen verifies technician credentials and device readiness prior to testing. Screening tests are documented electronically. If a screening result is 0.02 or greater, the system enforces the mandatory waiting period and confirmation test requirements in accordance with Part 40.

### **3.5 Reporting and Record Retention**

DCOH provides reporting in compliance with City and federal requirements. Records are securely stored within the eScreen system using role-based access controls. Records are

retained for required regulatory timeframes and are readily available for City audit or review.

### **3.6 On-Site, Mobile, and After-Hours Collections**

DCOH is capable of providing on-site and mobile collection services at City facilities, including the Employee Health Center, as well as after-hours and emergency collections as required. These services are administered using the same eScreen workflows to ensure consistent compliance and documentation.

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## **PART 4 – EVALUATION OF PROPOSALS**

DCOH's approach emphasizes regulatory compliance, operational reliability, qualified personnel, and technology-enabled documentation to support the City's evaluation criteria. The standardized use of eScreen reduces risk, improves accuracy, and ensures defensible records.

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## **CONCLUSION**

DCOH's eScreen-driven drug and alcohol testing program provides the City of Albuquerque with a compliant, efficient, and audit-ready solution. DCOH is committed to supporting the City's safety objectives through rigorous adherence to 49 CFR Part 40, trained personnel, and secure electronic documentation.



### **2.1.1 Organizational Information and Compliance Statement**

Duke City Urgent Care LLC, doing business as Duke City Occupational Healthcare (DCOH), was established in March 2020 as a corporation under Duke City Urgent Care LLC. DCOH is located at 3121 Carlisle Blvd NE, Albuquerque, New Mexico 87110. Our primary business phone number is 505-228-2108, fax number is 505-205-1514, and our general email address is [dcoh@dukecitycares.com](mailto:dcoh@dukecitycares.com).

Tym Candelaria, Senior Manager of Clinical Operations, will serve as the primary point of contact for RFP-2025-736-DFA-ID. Mr. Candelaria may be reached at 505-228-2108 or via email at [tym.candelaria@dukecitycares.com](mailto:tym.candelaria@dukecitycares.com).

Duke City Occupational Healthcare acknowledges review of and agrees to comply with all requirements set forth in RFP-2025-736-DFA-ID, including all applicable state and federal laws and regulations, required contract terms, and receipt of all issued addenda. DCOH acknowledges Yes to the following: Agreement to the City's Terms and Conditions, Agreement to provide the requested insurance as stated in the RFP, Signed Pay Equity Form, certifying DCOH has performed a minimum of 2,500 tests annually, agree to adhere to the required response time of 2 hours, a local office ready to begin testing immediately upon execution of the contract and required staffing in place ready to begin testing immediately upon execution of the contract.

Duke City Occupational Healthcare currently obtains the City of Albuquerque Employee Health Contract. Our office has built a working relationship with the Risk Management and Loss Prevention Departments. Consideration for our BID will streamline communications between City of Albuquerque staff and departments as the Clinic Supervisor, MariaJose Mendoza, currently views and prints drug testing results and approves or denies applicants in NeoGov. Allowing Duke City as the collector will improve communications and turnaround times.

### **2.1.2 Experience, Qualifications, and Scope of Services**

Duke City Occupational Healthcare provides urine drug screening and breath alcohol testing services for both regulated and non-regulated testing authorities. DCOH performs collections for national Third-Party Administrators (TPAs), including eScreen, FormFox, Universal Background, Origin Diagnostics, Team Professionals, and RecoveryTrek. Local and regional clients served by DCOH include TriCore Inc., TLC Services, MCA Group of New Mexico, Herrera Bus Company, Rio Rancho Public Schools, and Arcosa Wind Towers. All trained collectors follow applicable escalation protocols and contact the Designated Employer Representative (DER), Substance Abuse Professional (SAP), Medical Review Officer (MRO), or other appropriate entities when required.



## Duke City Occupational Healthcare

Tym Candelaria, Senior Manager of Clinical Operations, has been a certified urine and breath alcohol collector since March 2019. His prior experience includes employment with Concentra Urgent Care, where he also served as the lead contact for the after-hours collection program for a period of two years. Mr. Candelaria has served as both a collector and trainer with Duke City Occupational Healthcare since March 2020.

All DCOH collectors receive formal training and certification through Intoximeters, a nationally recognized leader in alcohol and drug testing education and certification.

The collectors assigned to perform testing services under this contract include:

- Tym Candelaria
- Alyssa Apodaca
- Angel Battaglia
- Marissa Silva
- Yeiry Ruiz

A detailed organizational flow chart will be provided as an attachment.

### **2.1.2.1 Legal History**

To date, Duke City Occupational Healthcare has not been required to represent any collector or client in legal court proceedings related to drug or alcohol testing services. When necessary, DCOH maintains access to legal support through its Medical Review Officer, laboratory partners, and Duke City Cares legal counsel.

### **2.1.2.2 Certifications**

All required collector and program certifications will be provided as attachments.

### **2.1.2.3 Organizational Chart**

The organizational chart will be provided as an attachment.

### **2.1.2.4 Software, Laboratory, and Vendor Information**

Duke City Occupational Healthcare utilizes the eScreen system as its primary electronic drug and alcohol testing platform.

- **eScreen, Inc.**  
8140 Ward Parkway, Suite 300  
Kansas City, MO 64114  
Office: 800-881-0722



Duke City Occupational Healthcare

Client Relations Contact: Thomas Campbell

Phone: 832-459-2540

Email: [thomas.campbell1@abbott.com](mailto:thomas.campbell1@abbott.com)

DCOH utilizes Alere Toxicology or Quest Diagnostics based on the preference of the City of Albuquerque.

- **Alere Toxicology (Abbott Rapid Diagnostics)**

1342 Court Street

Portsmouth, VA 23704

Account Manager: Rudy Arteaga

Phone: 224-301-6933

Email: [rudy.arteaga@abbott.com](mailto:rudy.arteaga@abbott.com)

- **Quest Diagnostics**

5601 Office Blvd NE

Albuquerque, NM 87109

Account Executive: Anthony Fairbanks

Phone: 505-414-4647

Email: [anthony.j.fairbanks@questdiagnostics.com](mailto:anthony.j.fairbanks@questdiagnostics.com)

#### **2.1.2.5 Government and Law Enforcement Experience**

Duke City Occupational Healthcare has provided urine drug screening and breath alcohol testing services for the following agencies and entities:

- QTC – Department of the Interior
- QTC – Federal Bureau of Investigation
- LHI – United States Secret Service
- Rio Rancho Police Department
- State of New Mexico Police Department

All collections are conducted in strict compliance with 49 CFR Part 40 and all applicable state and federal regulations.

#### **2.1.2.6 Contract History**

Duke City Occupational Healthcare has not had any contracts canceled to date.

#### **2.1.2.7 – 2.1.2.8 Reports**

Required reports will be provided as attachments.

### **2.1.3 Laboratory and Specimen Handling Procedures**

#### **2.1.3.1 Laboratory Procedures for Validity Testing of Specimens**

Duke City Occupational Healthcare utilizes HHS-certified laboratories operating in full compliance with 49 CFR Part 40 to perform all DOT and DOT-regulated drug testing services for the City of Albuquerque. Specimen validity testing (SVT) is conducted in accordance with 49 CFR Part 40, Subpart F, ensuring the integrity, reliability, and defensibility of all test results.

#### **2.1.3.8 Supplies and Chain of Custody**

Testing supplies are ordered by the Clinic Supervisor through the eScreen 123 system. Electronic Custody and Control Forms (eCCFs) are generated at the initiation of each collection. In the event of system downtime, paper CCFs are provided by eScreen. All collection devices, packaging materials, and airbills are supplied by eScreen.

#### **2.1.3.9 Specimen Transport**

Specimens are transported either via Quest Diagnostics courier services or shipped using first-priority overnight FedEx airbills to Alere Toxicology. Quest couriers perform daily pickups at 4:00 PM, with additional pickups available after hours and on weekends via Quest Quantum scheduling. FedEx pickups are scheduled daily at 4:00 PM, with after-hours pickups arranged through 1-800-GO-FEDEX.

#### **2.1.3.12 Issue Resolution and Escalation**

The Senior Manager of Clinical Operations will initiate contact with the applicable vendor representative to address any identified concerns. All issues are addressed verbally and followed by written documentation outlining findings, corrective actions, and improvement plans. The Director of Facilities and Field Operations, Adam Atencio, will be notified for escalation purposes. If issues persist, Duke City Occupational Healthcare will request an in-person meeting and include City of Albuquerque (COA) contacts or the DER as appropriate. If unresolved issues continue, senior leadership from Duke City Occupational Healthcare and COA representatives will collaborate to determine next steps, including vendor replacement if necessary. All reasonable corrective measures will be exhausted prior to requesting a change in vendor.

### **2.1.4 Management Summary**

- **Tym Candelaria, Senior Manager of Clinical Operations** – Primary contact for DER questions and concerns
- **Alyssa Apodaca and MariaJose Mendoza** – Secondary contacts



Duke City Occupational Healthcare

- **Jeremy Kilburn** – Executive escalation contact

*T. Candelaria*

Tym Candelaria

Senior Manager Of Clinical Operations



## Collection Request and Testing Workflow

The City of Albuquerque Risk Management Department initiates drug and alcohol testing requests through the **myeScreen** platform. Authorized City of Albuquerque personnel are issued individual myeScreen user credentials to ensure secure, role-based access.

The requesting City employee generates an electronic passport (ePassport) within myeScreen. The ePassport is provided to the donor and presented at the City of Albuquerque Employee Health collection site. Upon donor arrival, the Duke City Occupational Healthcare (DCOH) collector scans the ePassport barcode into the **eScreen123** system.

This action activates system-guided, step-by-step collection instructions that enforce full compliance with **49 CFR Part 40**, as well as all applicable federal and state regulations. The specimen is collected, sealed, documented, and prepared for shipment in accordance with regulatory requirements.

Collected specimens are transported to the designated laboratory for analysis. Test results are typically available within **24–48 hours** and are securely reported through the eScreen system.

Authorized access to test results is limited to designated personnel, including:

- The City of Albuquerque Designated Employer Representative (DER) or authorized City staff
- The DCOH collector
- The DCOH Senior Manager of Clinical Operations
- The Clinic Supervisor at Employee Health

Upon receipt, the Clinic Supervisor reviews the verified results and documents clearance or denial within the City's **NeoGov** system in accordance with City policy.



## Laboratory Procedures for Specimen Validity Testing

Duke City Occupational Healthcare utilizes **HHS-certified laboratories** that operate in full compliance with **49 CFR Part 40** to perform all DOT and DOT-regulated drug testing services for the City of Albuquerque. All specimen validity testing (SVT) is conducted in accordance with **49 CFR Part 40, Subpart F**, ensuring scientific integrity, regulatory compliance, and defensibility of results.

### Specimen Receipt and Accessioning

Upon laboratory receipt, each specimen undergoes accessioning and inspection to confirm:

- Integrity of specimen bottle seals
- Matching specimen identification numbers and Custody and Control Form (CCF) documentation
- Absence of leakage, tampering, or irregularities

Specimens presenting fatal or correctable flaws are managed in strict accordance with **49 CFR §§ 40.199–40.205**.

### Initial Validity Testing

As required by **49 CFR §§ 40.86–40.90**, laboratories perform specimen validity testing concurrently with initial drug screening. Testing includes, but is not limited to:

- Creatinine concentration
- Specific gravity
- pH levels
- Oxidizing agents and adulterants defined by HHS criteria

Based on established federal cutoff values, specimens are classified as:

- Valid
- Dilute
- Adulterated



- Substituted
- Invalid

## Confirmatory Validity Testing

When initial findings indicate a potential validity concern, confirmatory testing is conducted using a separate aliquot of the specimen in accordance with **49 CFR § 40.87**. Confirmatory analysis employs scientifically accepted methodologies to validate findings related to adulteration, substitution, or specimen integrity.

## Result Classification and Reporting

Laboratory results are classified and securely transmitted to the Medical Review Officer (MRO) as:

- Negative
- Positive
- Adulterated
- Substituted
- Dilute
- Invalid
- Rejected for Testing

All reporting complies with **49 CFR §§ 40.97 and 40.163**, preserving confidentiality and chain-of-custody integrity.

## Medical Review Officer Oversight

All laboratory findings are reviewed and verified by an independent, qualified Medical Review Officer, **Dr. Brian N. Heinen, MD**, in accordance with **49 CFR Part 40, Subpart G**. The MRO evaluates laboratory data, conducts donor interviews when required, determines legitimate medical explanations, and issues the final verified result to the City's Designated Employer Representative (DER).



## Procedures Ensuring Integrity of Shipping and Receiving Specimens (Section 2.1.3.2)

DCOH ensures the integrity of all specimens through strict adherence to **49 CFR Part 40**, standardized chain-of-custody procedures, and the use of HHS-certified laboratories.

At the collection site, specimens are immediately sealed with tamper-evident seals, documented on the Federal Drug Testing Custody and Control Form (CCF), and secured for transport. Each custody transfer is documented to maintain an unbroken chain from collection through laboratory receipt.

Specimens are transported using approved courier services or laboratory-designated carriers in compliance with **49 CFR §§ 40.43 and 40.45**. Upon receipt, laboratories verify seal integrity, specimen volume, and CCF accuracy prior to testing. Any discrepancies are handled in accordance with **49 CFR §§ 40.199–40.205**.

### Evidence of Tampering (Section 2.1.3.2.1)

If evidence of tampering is identified at any stage—including broken or missing seals, altered specimen appearance, leakage, or inconsistent identification—the laboratory documents the issue and classifies the specimen per **49 CFR Part 40**. Findings are reported to the MRO, and recollection under direct observation is initiated when required. No testing proceeds on compromised specimens unless permitted by regulation.

### Chain of Custody Discrepancies (Section 2.1.3.2.2)

Laboratories review all CCFs for accuracy and completeness. Discrepancies are classified as correctable or fatal flaws pursuant to **49 CFR §§ 40.199–40.205**. Correctable flaws are resolved prior to testing; fatal flaws result in specimen rejection and notification to the MRO and employer.



### **Insufficient Specimen Volume – Initial Testing (Section 2.1.3.2.3)**

If the primary specimen contains insufficient volume, the laboratory reports the specimen as rejected for testing in accordance with **49 CFR § 40.83**. The employer is directed to initiate a new collection.

### **Insufficient Split Specimen Volume (Section 2.1.3.2.4)**

If the split specimen is insufficient for reconfirmation testing, the laboratory notifies the MRO in compliance with **49 CFR §§ 40.175–40.181**. The MRO determines final disposition in accordance with regulation.

## **Storage of Positive and Non-Negative Specimens (Section 2.1.3.3)**

All laboratories utilized by DCOH store positive, adulterated, substituted, and invalid specimens in secure, access-controlled environments in compliance with **49 CFR § 40.84**. Specimens are retained for federally mandated periods to support split specimen testing, litigation, or regulatory review. Associated records are maintained in accordance with **49 CFR § 40.109**.

## **Summary Statement**

Through strict adherence to **49 CFR Part 40**, utilization of **HHS-certified laboratories**, and independent Medical Review Officer oversight, Duke City Occupational Healthcare ensures the integrity, security, and regulatory defensibility of all drug and alcohol testing conducted for the City of Albuquerque.

# Duke City Occupational Healthcare

Organizational Chart – Drug & Alcohol Testing Services  
Staffing Status Identified

## Executive Leadership

Hank Teliarferro, MD – CEO / Owner (Full-Time)  
Mark Maydew – CFO (Full-Time)  
Monica Montoya – COO (Full-Time)

## Medical Oversight

Michael Whiting, MD – Medical Director, Carlisle (Full-Time)  
Carl Whalen, DO – Interim Medical Director, Employee Health (Full-Time)  
Steven Cardenas, PA-C (Full-Time)  
Kimberly Kirkham, FNP (Full-Time)  
Laureli Scribner, CNP (PRN)  
Kristian Caplan, PA-C (PRN)

## Operational Management

Jeremy Kilburn – Area Director of Operations (Full-Time)  
Tym Candelaria, CCMA – Senior Manager of Clinical Operations (Full-Time)  
(Primary Contract Lead)

## Clinical Supervision

Alyssa Apodaca, MA – Clinical Supervisor, Carlisle (Full-Time)  
Mariajose Mendoza, MA – Clinical Supervisor, Employee Health (Full-Time)  
Elizabeth Zamora, MA – Lead Medical Assistant, Employee Health (Full-Time)

## Certified Medical Assistants (All Locations)

Angel Battaglia, MA (Full-Time)  
Marissa Silva, MA (Full-Time)  
Yeiry Ruiz, MA (Full-Time)  
Alondra Hernandez, MA (Full-Time)  
Erica Cadena, MA (Full-Time)  
Katlyn Byndas, MA (Full-Time)

Open Position – Male Medical Assistant (Full-Time, Contingent on Award)

- All listed MAs are certified for urine drug screen and breath alcohol collections
  - One MA assigned as primary collector per shift
  - Second certified MA assigned as backup

## Appendix A-1 – Task Time Allocation Matrix

### Average Time Required Per Clinical and Testing Task

Task	Average Time
Urine Drug Screen Collection	10–15 minutes
Breath Alcohol Test (Evidential / Non-Evidential)	10–15 minutes
Injections	~10 minutes
Laboratory Blood Draws	~10 minutes
DOT Exam Workup	~15 minutes
Pre-Employment Exam Workup	~10 minutes
Work Comp Recheck	5–10 minutes
Work Comp New Injury Intake	10–15 minutes
Medical Surveillance Exam (PFT, Audiogram, Labs, UA Dip, Vitals, Vision, EKG)	45–60 minutes
Return-to-Work Exam Workup	~10 minutes
Fit-for-Duty Exam Workup	10–15 minutes

This task-time matrix demonstrates that Duke City Occupational Healthcare has sufficient staffing depth and dedicated collector assignment to prioritize City of Albuquerque drug and alcohol testing requests while maintaining uninterrupted occupational health services, in compliance with 49 CFR Part 40.



**DUKE CITY**  
OCCUPATIONAL HEALTHCARE

### Quality Assurance – Fatal Flaws Log

Event Type	Date	Description
Fatal Flaw	09/18/2025	Specimen ID number mismatch/missing
Fatal Flaw	7/23/2025	Specimen received without a CCF
Fatal Flaw	04/18/2025	Specimen ID number mismatch/missing
Fatal Flaw	11/22/2024	CCF copy 2–5 used
Fatal Flaw	11/22/2024	Specimen ID number mismatch/missing
Fatal Flaw	11/06/2023	Wrong CCF used – eCCF reprint without collector wet signature



**DUKE CITY**  
**OCCUPATIONAL HEALTHCARE**

## After-Hours Drug & Alcohol Testing Services

City of Albuquerque – RFP-2025-736-DFA-ID

### After-Hours, Emergency, and Unscheduled Collection Services

Duke City Occupational Healthcare (DCOH) provides comprehensive after-hours, emergency, and unscheduled drug and alcohol testing services to ensure continuous compliance with applicable federal, state, and City of Albuquerque requirements. DCOH recognizes that post-accident, reasonable suspicion, and other time-sensitive testing events frequently occur outside of standard business hours and maintains the operational capacity to respond accordingly.

### After-Hours Contact and Activation Process

Authorized City of Albuquerque personnel will contact Duke City Occupational Healthcare directly at (505) 228-2108. DCOH utilizes the Podium communication platform as its primary after-hours call management system. Through Podium, callers may be connected directly to the on-call Medical Assistant or Collector, leave a voicemail, or send a text message routed to the on-call staff member.

Incoming after-hours calls are automatically transferred to the designated on-call Medical Assistant/Collector. If the on-call collector is temporarily unavailable, the City contact will receive a callback within fifteen (15) minutes of the initial contact attempt.

### Scheduling and Collection Location

Once contact is established, the on-call Medical Assistant/Collector will coordinate and schedule the required after-hours collection. Collections are conducted at Duke City Occupational Healthcare, located at 3121 Carlisle Blvd NE, Albuquerque, NM. DCOH ensures all after-hours collections occur within the two (2) hour timeframe required by the City of Albuquerque RFP.

### Compliance, Reporting, and Continuity

All after-hours collections are performed in full compliance with 49 CFR Part 40 and applicable DOT and non-DOT regulations. Specimens are transferred to a certified laboratory, reviewed by a qualified Medical Review Officer (MRO), and results are securely reported to the City of Albuquerque in accordance with contractual and regulatory timelines.

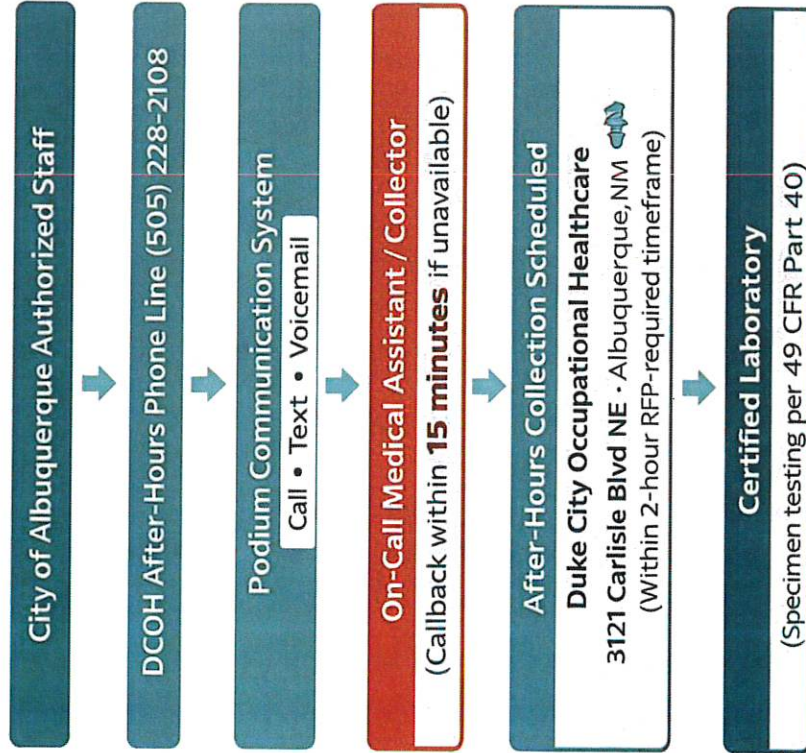
# After-Hours Drug & Alcohol Testing Workflow

(City of Albuquerque – After-Hours Process)



## After-Hours Drug & Alcohol Testing Workflow

(City of Albuquerque — After-Hours Process)

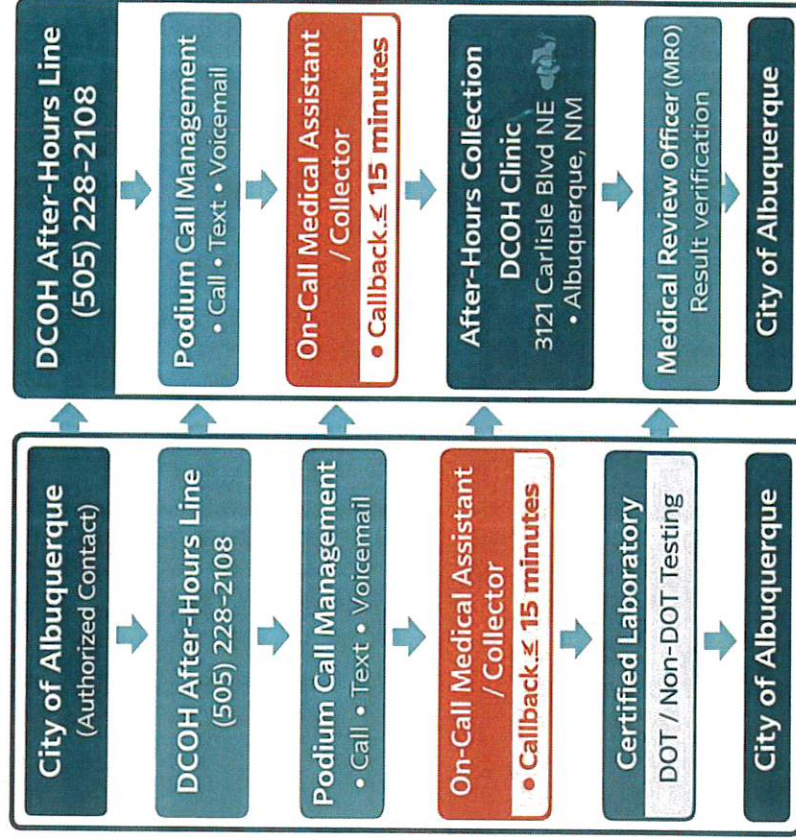


**DUKE CITY** | 3121 Carlisle Blvd NE •  
OCCUPATIONAL HEALTHCARE | (505) 228-2108 • dukecity-cc.com



## After-Hours Drug & Alcohol Testing Workflow

(City of Albuquerque — After-Hours Process)



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OCCUPATIONAL HEALTHCARE



## STANDARD OPERATING PROCEDURE (SOP)

### Breath Alcohol Testing – DOT & Non-DOT

<b>Clinic/Department:</b>	Duke City Occupational Healthcare – Occupational Health
<b>SOP ID:</b>	DCOH-OH-ALC-001
<b>Version:</b>	1.0
<b>Effective Date:</b>	_____
<b>Next Review Date:</b>	_____
<b>Prepared By:</b>	_____
<b>Approved By:</b>	_____
<b>Regulatory Basis:</b>	49 CFR Part 40 (Jan. 29, 2026) – Subparts J–N; Appendix I (ATF)

**Document Control:** This SOP is a controlled document. Printed copies may be uncontrolled unless marked “CONTROLLED COPY”.

## 1. Purpose & Scope

This SOP defines step-by-step procedures for collecting breath alcohol tests for both DOT-regulated and Non-DOT testing programs, including requirements for screening and confirmation tests, documentation, confidentiality, and handling eventful/problem situations.

DOT procedures in this SOP are based on 49 CFR Part 40 (Jan. 29, 2026).

Key compliance rule: DOT and Non-DOT tests must be completely separate. DOT tests take priority and the DOT Alcohol Testing Form (ATF) must not be used for Non-DOT testing. (See 49 CFR §40.13 and §40.14(g) for DOT vs Non-DOT separation principles.)

## 2. Roles, Definitions, and Responsibilities

**BAT (Breath Alcohol Technician):** Conducts alcohol tests and operates an EBT; required for confirmation tests. (49 CFR §40.3; Subpart J.)

**STT (Screening Test Technician):** Conducts screening tests using an ASD. (49 CFR §40.3; Subpart J.)

**DER (Designated Employer Representative):** Employer representative who receives results and makes required decisions/actions; service agents cannot act as DERs. (49 CFR §40.3; §40.21(d).)

DOT note: When a refusal is encountered, the BAT/STT must notify the DER directly (not through a C/TPA intermediary) and document the refusal on the ATF. (49 CFR §40.261(c)(1)-(2).)

## 3. Testing Site, Security, and Supplies

### 3.1 Testing Site Security (DOT)

Operate the alcohol testing site to protect test security and donor privacy: only authorized persons under BAT/STT supervision may be present; do not allow anyone besides the BAT/STT, employee, or DOT representative to witness the test; conduct only one employee test at a time; store devices securely when not in use; remove persons who obstruct or delay the process. (49 CFR §40.223; §40.221.)

### 3.2 Devices and Use/Care Requirements (DOT)

DOT screening tests may use only ODAPC-approved EBTs or approved ASDs; ASDs cannot be used for confirmation tests. (49 CFR §40.229.)

If an EBT fails an external calibration check, remove it from DOT service until repaired and it passes an external calibration check; maintain inspection/maintenance/calibration records and ensure calibration/maintenance is done by qualified personnel. (49 CFR §40.241; §40.233(c)(3) referenced in §40.241.)

For ASDs, follow the manufacturer's Quality Assurance Plan (QAP) and do not use an ASD that fails QC checks or is expired. (49 CFR §40.235.)

### 3.3 Forms (DOT vs Non-DOT)

DOT alcohol tests must use the DOT Alcohol Testing Form (ATF) (Appendix I). The DOT ATF must not be used for Non-DOT tests, and Non-DOT forms must not be used for DOT tests. (49 CFR §40.225; §40.227.)

## 4. DOT Breath Alcohol Testing – Step-by-Step Workflow

DOT testing is a two-stage process: Screening test first; confirmation test required when screening result is  $\geq 0.02$ . Confirmation must be on an EBT. (Subparts L & M; see §40.247 and §40.251–§40.253.)

### 4.1 Pre-Collection – Start of Any DOT Alcohol Screening Test

- 1 Confirm you are qualified as BAT or STT, and that device/form supplies are DOT-compliant (Subpart J; §40.225; §40.229).
- 2 Verify the testing site is secure and private; ensure only authorized persons are present, and testing will be conducted one employee at a time. (§40.223(e).)
- 3 Verify employee identity and document on ATF (Appendix I).
- 4 If the employee does not appear at the scheduled time, contact the DER for the authorized arrival interval; if delayed beyond that time, notify DER that the employee has not reported. (§40.241(a) no-show instruction.)
- 5 Ensure the device is within calibration/maintenance requirements and documentation is available. If an EBT fails external calibration check, remove from service. (§40.241; §40.233(c)(3).)

### 4.2 DOT Screening Test – Breath (EBT or Non-evidential Breath ASD)

- 1 Complete ATF Step 1 before performing the breath collection; do not pre-sign certification sections.
- 2 If using an EBT: perform required air blank(s) and ensure device display and printout are consistent when applicable (mismatch is a cancellation issue under §40.267(b)).
- 3 If using a breath ASD: follow QAP instructions; verify device is not expired and passes QC checks (§40.235).
- 4 Open a new mouthpiece in the employee's presence and attach to the device.
- 5 Instruct the employee to provide a breath sample as directed by the device until the device indicates completion.
- 6 Record the screening result on ATF Step 3.

### 4.3 After Screening Result – Required DOT Actions (BAT/STT)

- 1 If result is  $< 0.02$ : sign and date ATF Step 3 and transmit the result to the DER confidentially. (§40.247(a)(1)-(2).)
- 2 If result is  $\geq 0.02$ : direct the employee to a confirmation test. (§40.247(b).)
- 3 If you are not the BAT conducting confirmation: sign/date ATF Step 3, give employee Copy 2 of the ATF, and ensure the confirmation BAT receives a copy. (§40.247(b)(2)-(3)(vi).)
- 4 If confirmation is at a different site: provide waiting-period instructions (no eating/drinking/putting anything in mouth/belching), explain the rationale, note on ATF remarks that instructions were provided, and instruct escort to carry a copy of ATF. (§40.247(b)(3)(i)-(vi).)
- 5 Ensure the employee is observed during transport to the confirmation site and direct the employee not to drive to the confirmation site. (§40.251(b)(vii).)

#### 4.4 DOT Confirmation Test – Waiting Period Requirements

- 1 Waiting period must be at least 15 minutes, starting with completion of the screening test. (§40.251(a)(1).)
- 2 Begin confirmation as soon as possible after waiting period, but not more than 30 minutes after completion of screening; transit time counts if waiting-period instructions were provided. (§40.251(a)(1)(i).)

#### 4.5 DOT Confirmation Test – EBT Procedure (Core Compliance Steps)

- 1 Perform an air blank before the confirmation test. Failure to perform air blank or a non-0.00 air blank triggers cancellation. (§40.267(c)(2)-(3) referencing §40.253(a)(1)-(2).)
- 2 Ensure sequential test number and alcohol concentration displayed match printed result when applicable; mismatch triggers cancellation. (§40.267(b).)
- 3 Collect the confirmation breath sample as directed by the EBT and ensure the EBT prints the result; failure to print is a cancellation issue. (§40.267(c)(4) referencing §40.253(f).)
- 4 Record confirmation result on ATF and complete required signatures/certifications per ATF instructions (Appendix I).

#### 4.6 Post-Result DOT Actions and Employer Removal Requirements

- 1 Transmit results confidentially to DER. (§40.247(a)(2).)
- 2 If alcohol result is 0.04 or higher: employer must immediately remove employee from safety-sensitive functions (do not wait for written report). (§40.23(c).)
- 3 If alcohol result is 0.02–0.039: employer must temporarily remove employee from safety-sensitive functions per DOT agency rules (do not wait for written report). (§40.23(c).)

## 5. DOT Eventful / Problem Situations (Required Handling)

### 5.1 Refusal to Test – Documentation and Immediate Notification

When behavior may constitute a refusal, terminate your portion of the process, document on ATF (or attach a statement), and immediately notify the DER directly. The employer makes the final refusal determination. (§40.261(c)(1)-(2).)

- 1 Examples include failure to cooperate with any part of the testing process; failure to sign required ATF certifications; or failure to provide sufficient breath with no adequate medical explanation. (§40.261(a)(4)-(7).)
- 2 Notify DER by a method that ensures immediate receipt (e.g., phone or secure fax). Do not route refusal notifications through a C/TPA intermediary. (§40.261(c)(1).)

### 5.2 Shy Lung / Insufficient Breath (Breath Alcohol)

- 1 If a medical evaluation is required, the physician provides a written statement to the DER directly and must not include detailed medical information beyond what is necessary to explain the conclusion. (§40.265(c)(2).)
- 2 Medical condition must be ascertainable/medically documented; unsupported assertions of situational anxiety/hyperventilation are not sufficient. (§40.265(c)(1)(iv)(C).)
- 3 If the physician determines no adequate medical explanation exists, the failure constitutes a refusal. (§40.261(a)(4) referencing §40.265(c).)

### 5.3 Invalid Screening Result / Cancellation and Re-test

If the screening test is invalid, tell the employee the test is cancelled, note the problem on ATF remarks, and if practicable repeat the testing process. (§40.247(c) referencing §40.271.)

### 5.4 Correcting Problems and Repeating Tests (DOT)

- 1 If you become aware of an event that will cause a test to be cancelled, try to correct the problem promptly if practicable; you may repeat the testing process. (§40.271(a)(1).)
- 2 If repeating is necessary, begin a new test as soon as possible using a new ATF, new sequential test number, and new ASD/EBT as needed. (§40.271(a)(2).)
- 3 You are not limited in number of attempts provided the employee is making a good-faith effort. (§40.271(a)(3).)

## 6. Non-DOT Breath Alcohol Testing – Step-by-Step Workflow

Non-DOT testing is governed by employer policy/state law. Clinic standard is DOT-equivalent controls while using NON-DOT forms. DOT forms must not be used for Non-DOT tests. (§40.14(g); §40.227.)

### 6.1 Non-DOT Pre-Collection

- 1 Confirm test reason/event type per employer policy and document on the Non-DOT form.
- 2 Verify donor identity (government photo ID preferred).
- 3 Explain the procedure and obtain required acknowledgments per employer form.
- 4 Observe a 15-minute pre-test period (best practice) prohibiting food/drink/smoking/gum to reduce mouth alcohol interference; document start/end times.

### 6.2 Non-DOT Testing Steps (Recommended Standard)

- 1 Perform device QC checks per manufacturer/clinic QC SOP; do not use expired devices or devices failing QC.
- 2 Use a new mouthpiece and conduct the breath test; record the result.
- 3 If employer policy requires confirmation (recommended for any non-zero): perform a confirmatory evidential reading after a 15-minute waiting period and document observation.
- 4 Notify employer contact per policy and maintain confidentiality consistent with clinic privacy rules.

### 6.3 Non-DOT Refusal

Refusal of a non-DOT test does not constitute refusal of a DOT test and has no DOT consequences. (§40.261(d).)

## 7. Documentation, Confidentiality, and Records

Maintain device calibration and maintenance records and transmit DOT results to DER confidentially. Maintain EBT inspection/maintenance/calibration records as required. (§40.241(a)(4) referencing §40.333(a)(3).)

## 8. Quick Reference Table (Field Use)

Situation	DOT Required Action (Part 40)	Non-DOT Standard (Clinic)
Screening result < 0.02	Complete ATF Step 3; sign/date; transmit to DER confidentially. (§40.247(a))	Report to employer per policy; document on non-DOT form.
Screening result ≥ 0.02	Direct to confirmation; provide waiting instructions; maintain confidentiality. (§40.247(b))	Reagent use and maintenance per policy. (§40.247(b))
Confirmation 0.02–0.039	Employer temporarily removes from safety-sensitive duty. (§40.23(c))	Employer policy. (§40.23(c))
Confirmation ≥ 0.04	Employer immediately removes from safety-sensitive duty. (§40.23(c))	Employer policy. (§40.23(c))
Refusal behaviors	Document and notify DER immediately/directly; employer decides on DOT consequence. (§40.261(d))	Document and notify employer. (§40.261(d))
EBT calibration fail	Remove from DOT service until repaired/passes calibration. (§40.244, §40.233(c)(3))	Remove from service until repaired/passes calibration. (§40.244, §40.233(c)(3))



## Competency Checklist – Breath Alcohol Testing (DOT & Non-DOT)

Clinic: **Duke City Occupational Healthcare**

Regulatory Basis: 49 CFR Part 40 (Subparts J–N; Appendix I)

Purpose: To document initial and ongoing competency of BATs and STTs for audit, training, and quality assurance.

Employee Name:	_____	Role:	<input type="checkbox"/> BAT <input type="checkbox"/> STT
Evaluator Name:	_____	Evaluation Type:	<input type="checkbox"/> Initial <input type="checkbox"/> Annual <input type="checkbox"/> Remedial
Date Observed:	_____	Location:	_____

### 1. Pre-Test Preparation & Compliance

Competency Element	Observed	N/A	Comments
Verifies BAT/STT qualification and scope of practice	<input type="checkbox"/>	<input type="checkbox"/>	
Confirms DOT vs Non-DOT test type and uses correct form	<input type="checkbox"/>	<input type="checkbox"/>	
Ensures testing site security and privacy	<input type="checkbox"/>	<input type="checkbox"/>	
Verifies device approval status and calibration/QC documentation	<input type="checkbox"/>	<input type="checkbox"/>	
Explains testing process and refusal consequences appropriately	<input type="checkbox"/>	<input type="checkbox"/>	

### 2. Screening Test Performance

Competency Element	Observed	N/A	Comments
Performs identity verification and documents correctly	<input type="checkbox"/>	<input type="checkbox"/>	
Uses new sealed mouthpiece and provides proper instructions	<input type="checkbox"/>	<input type="checkbox"/>	
Conducts air blank or device QC check correctly	<input type="checkbox"/>	<input type="checkbox"/>	
Obtains valid breath sample per device requirements	<input type="checkbox"/>	<input type="checkbox"/>	
Accurately records screening result on form	<input type="checkbox"/>	<input type="checkbox"/>	

### 3. Confirmation Test Performance (BAT Only)

Competency Element	Observed	N/A	Comments
Initiates and documents required 15-minute waiting period	<input type="checkbox"/>	<input type="checkbox"/>	
Maintains continuous observation during waiting period	<input type="checkbox"/>	<input type="checkbox"/>	
Performs confirmation air blank correctly	<input type="checkbox"/>	<input type="checkbox"/>	

Competency Element	Observed	N/A	Comments
Obtains confirmation breath sample using EBT	■	■	
Records exact numerical result with no rounding	■	■	

#### 4. Eventful Situations & Problem Resolution

Competency Element	Observed	N/A	Comments
Recognizes and documents refusal behaviors	■	■	
Handles insufficient breath (shy lung) correctly	■	■	
Identifies device failure and removes device from service	■	■	
Implements cancellation and repeat-test procedures appropriately	■	■	
Maintains professionalism and donor control throughout event	■	■	

#### 5. Post-Test Actions & Documentation

Competency Element	Observed	N/A	Comments
Completes all required signatures and certifications	■	■	
Transmits DOT results confidentially to DER	■	■	
Applies immediate safety-sensitive removal rules correctly	■	■	
Maintains confidentiality and secure record handling	■	■	
Understands record retention requirements	■	■	

#### Evaluator Summary / Corrective Action Plan (if applicable):

\_\_\_\_\_

\_\_\_\_\_

Evaluator Signature:	_____	Date:	_____
Employee Signature:	_____	Date:	_____

## Section 8 – Quick Reference Table (Field Use)

Situation	DOT Required Action (49 CFR Part 40)	Non-DOT Standard (Clinic)
Screening result less than 0.02	Complete ATF Step 3, sign and date, and transmit the result confidentially to the DER. The test is complete with no confirmation required. (§40.247(a))	Report the result per employer policy using a non-DOT form and maintain confidentiality.
Screening result 0.02 or greater	Direct the employee to a confirmation test. Provide waiting period instructions, ensure observation during the waiting period and transport if applicable, and document actions on the ATF. (§40.247(b); §40.251)	Confirmation testing is recommended after a documented 15-minute waiting period; employer policy controls.
Confirmation result 0.02–0.039	Transmit result to DER immediately. Employer must temporarily remove the employee from safety-sensitive functions per applicable DOT agency rules. (§40.23(c))	Handle per employer policy; typically temporary removal from duty.
Confirmation result 0.04 or greater	Transmit result to DER immediately. Employer must immediately remove the employee from safety-sensitive functions. Do not wait for written reports. (§40.23(c))	Handle per employer policy; typically treated as a positive alcohol test.
Refusal behaviors	Terminate your portion of the testing process, document observed behavior verbatim on the ATF, and notify the DER directly and immediately. The employer makes the final refusal determination. (§40.261(c))	Document refusal behavior and notify the employer contact per policy. No DOT consequences apply. (§40.261(d))
EBT calibration failure	Remove the EBT from DOT service immediately until repaired and it passes an external calibration check. Certain prior results may require cancellation. (§40.241; §40.233(c)(3); §40.271)	Remove the device from service until corrected per manufacturer and clinic QC policy.



## Duke City Occupational Healthcare (DCOH)

STANDARD OPERATING PROCEDURE (SOP)

Urine Drug Screen Collections — DOT (49 CFR Part 40) & Non-DOT

**Governing Authority (DOT):** 49 CFR Part 40 — Subparts B, C, D, E, I, P (Urine collections)

**Effective Date:** 02/01/2026    **Revision:** 1.0

**Document Status:** Controlled document. Uncontrolled if printed. Internal distribution only.

DCOH – INTERNAL USE ONLY

# Revision Control

Revision	Date	Description of Change	Author	Approved By
1.0	02/01/2026	Initial release — full, step-by-step SOP for DOT urine DCOH Clinical Operations Manual, DCOH		
1.1	___/___/___			
1.2	___/___/___			

DCOH — INTERNAL USE ONLY

## 1. Purpose

This SOP establishes mandatory, detailed procedures for urine drug screen collections performed by DCOH. For DOT-regulated collections, procedures follow 49 CFR Part 40 requirements for security, privacy, chain of custody, and specimen integrity. For Non-DOT collections, procedures follow employer/laboratory instructions while maintaining strict separation from DOT processes. (Key DOT separation rule: §40.13.)

## 2. Scope

- **DOT urine drug tests:** Applies to all DOT-mandated urine collections performed at DCOH. DOT tests must be completely separate from Non-DOT tests (forms, workflow, and documentation). (§40.13.)
- **Non-DOT urine drug tests:** Applies to employer-directed collections not governed by DOT. DCOH follows employer/lab panel and chain-of-custody requirements, while preserving donor privacy and specimen integrity.

## 3. Definitions (Part 40-aligned)

- **Collector:** Person who instructs and assists employees, receives and inspects specimens, and initiates/completes the CCF (DOT) or COC (Non-DOT).
- **CCF:** Federal Drug Testing Custody and Control Form used to document DOT collections. (§40.40–§40.41.)
- **COC:** Employer/lab chain-of-custody form used for Non-DOT testing (DOT forms prohibited). (§40.13(g), §40.41(b).)
- **Directly observed collection:** Collection under §40.67 where observer watches urine go from employee's body into the collection container.
- **Monitored collection:** Collection under §40.69 (multi-stall only) where a monitor is present but does not watch urination; indicates tampering triggers observed recollection.
- **Refusal to test:** Actions constituting refusal under §40.191; employer makes final decision, but collector documents and notifies DER as required.

## 4. Roles & Responsibilities

- **Collector (DOT):** Executes all DOT steps in order; maintains site security; ensures privacy; completes CCF; initiates observed/monitored procedures when triggered; documents irregularities; notifies DER as required by Part 40.
- **Collector (Non-DOT):** Executes employer/lab COC steps; maintains privacy/security; documents per client requirements; escalates to employer contact per client protocol.
- **Donor/Employee:** Provides specimen and complies with collector instructions; failure to cooperate may constitute a refusal under §40.191.
- **DER/Employer Contact:** Provides required collection information (§40.14); receives notifications; determines refusals and next steps when notified.

## 5. Collector Qualifications & Training

**DOT:** Only DOT-qualified urine collectors may perform DOT urine collections. Collector training must include all steps to complete collection and CCF, problem collections (shy bladder/tampering), fatal vs correctable flaws, and integrity/privacy/security responsibilities. (§40.31–§40.33.)

**Non-DOT:** Staff must be trained to employer/lab COC requirements and DCOH privacy/security expectations. DOT qualification is required only if staff perform DOT collections.

## 6. Forms, Separation of DOT vs Non-DOT, and Collection Information

- **DOT:** Use the Federal CCF only. Do not use non-Federal forms for DOT. (§40.41.)
- **Non-DOT:** Use employer/lab COC only. Do not use DOT CCF with DOT references crossed out. (§40.13(g).)
- **Required DOT collection information:** Employer/service agent must provide required donor/employer/DER/MRO/lab/DOT agency/reason/specimen type information to collector. (§40.14.)

## 7. Collection Site Requirements & Security Controls (DOT)

Apply the following before each DOT urine collection (multi-stall requirements included):

- 1 Restrict access to collection materials and specimens; prevent undetected access; post limited-access signs. (§40.43(b)–(c).)
- 2 Secure water sources or make unavailable (turn off inlet, tape faucet handles). (§40.43(b)(1).)
- 3 Ensure toilet water is blue; secure tank top / add bluing to tank; secure toilets if needed. (§40.43(b)(2), (5).)
- 4 Ensure no soap/disinfectants/cleaning agents/possible adulterants are present. (§40.43(b)(3).)
- 5 Inspect site for foreign/unauthorized substances; secure ledges/trash/paper towel holders/under-sink spaces used to conceal contaminants. (§40.43(b)(4), (7).)
- 6 Recheck these controls after each collection to ensure continued integrity. (§40.43(b)(8).)
- 7 Only one employee collection at a time to avoid distraction and security compromise. (§40.43(c)(1).)
- 8 Multi-stall restrooms: either secure all water/soap and blue all toilets OR conduct monitored collections for all collections in that restroom (only allowed circumstance for monitored collection). (§40.42(f)(2).)
- 9 No one but the employee may be present in multi-stall restroom during collection, except monitor (monitored) or observer (observed). (§40.42(f)(3).)

## 8. Preliminary Steps (DOT) — §40.61

- 1 Require positive identification: photo ID issued by employer or government; no fax/photocopy. Employer representative ID is acceptable. If donor cannot produce ID, contact DER to verify identity. (§40.61(c).)
- 2 If donor asks, provide collector identification (name and employer name required). (§40.61(d).)
- 3 Explain basic collection procedure and where donor can find instructions for completing the CCF. (§40.61(e).)
- 4 Direct donor to remove outer clothing that could conceal items and leave outer garments and personal belongings with collector or in mutually agreeable location; provide receipt if requested; allow donor to keep wallet. Failure to comply constitutes refusal to test. (§40.61(f).)
- 5 Do not require removal of other clothing or changing into gown except when simultaneous with DOT-authorized medical exam. (§40.61(f)(3).)
- 6 Do not catheterize a conscious employee for urine test purposes; if donor normally voids via self-catheterization, donor must provide specimen that way; if donor declines, notify DER for refusal determination. (§40.61(f)(4).)

## 9. Steps Before Donor Provides Urine (DOT) — §40.63

- 1 Ensure Step 1 of the CCF is complete and accurate (DOT agency, collection site address, etc.). (§40.63(a).)
- 2 Instruct donor to wash and dry hands; instruct donor not to wash again until after delivering specimen; do not allow further access to water/materials that could adulterate/dilute specimen. (§40.63(b).)
- 3 Select or allow donor to select a sealed collection container; open in view of both parties; do not open specimen bottles yet; donor may take only the collection container into restroom. (§40.63(c).)
- 4 Direct donor to enter urination facility, provide at least 45 mL, not flush toilet, and return specimen promptly. Except for observed/monitored collections, no one enters with donor. Collector may set reasonable time limit for voiding. (§40.63(d).)
- 5 Direct donor to empty pockets and display contents to ensure no items that could adulterate; donor may return items if nothing present. (§40.63(f)(4).)
- 6 Pay careful attention to donor behavior throughout for conduct indicating tampering; if detected, require observed or oral fluid collection and document in Remarks; inform DER and site supervisor. (§40.63(e), §40.65 preface).

## 10. When Donor Presents Specimen (DOT) — §40.65

- 1 Sufficiency: verify at least 45 mL. If not, follow shy bladder procedures (§40.193(b)). Discard original specimen unless another problem also exists. Never combine urine from separate voids. Discard any excess urine. (§40.65(a).)
- 2 Temperature: check no later than 4 minutes after receipt using strip on container. Acceptable 32–38°C / 90–100°F. If in range, mark “Yes” on CCF Step 2. If out of range, mark “No” and record findings in Remarks. (§40.65(b).)
- 3 If temperature out of range: immediately conduct new urine collection under direct observation (§40.67) or an oral fluid collection; process and send both original and observed specimens to their respective labs; notify DER and site supervisor ASAP and document reason. (§40.65(b)(5)–(6).)
- 4 If donor refuses another specimen or refuses observed collection: notify DER; after notifying DER, discard any specimens provided previously during the collection procedure. (§40.65(b)(7); refusal definitions in §40.191.)
- 5 Signs of tampering: inspect for unusual color, foreign objects/material, unusual odor, etc. Document and trigger observed collection as appropriate. (§40.65(c).)

## 11. Directly Observed Collections (DOT) — §40.67

- 1 Use direct observation when required or permitted by §40.67 (e.g., temperature out of range, clear tampering attempt, required by DER/MRO, etc.).
- 2 Observer must watch urine go from the donor's body into the collection container. (§40.67(d)(1), (j).)
- 3 If observer is not the collector: observer does not take container from donor; observes donor take specimen to collector; collector records observer name in Remarks. (§40.67(k)–(l).)
- 4 If donor declines a required/permitted observed collection, it is a refusal to test. (§40.67(m); see also §40.191(a)(4).)

## 12. Monitored Collections (DOT) — §40.69

- 1 Monitored collections are permitted only in multi-stall restrooms when all sources of water/adulterants cannot be secured. (§40.42(f)(2), §40.69(a).)
- 2 Secure the room so only employee and monitor can enter until collection complete. (§40.69(b).)
- 3 Monitor must be same gender unless monitor is licensed/certified medical professional as allowed. (§40.69(c).)
- 4 Monitor must not watch urination. If monitor hears/suspects tampering, an additional collection under direct observation is required. (§40.69(e).)
- 5 Monitor ensures employee takes container directly to collector; collector notes monitor name in Remarks. (§40.69(f)–(g).)
- 6 If employee declines monitored collection authorized under §40.69, it is a refusal to test. (§40.69(h).)

### 13. Specimen Split, Sealing, and Excess Urine (DOT) — §40.71

- 1 All DOT urine collections are split specimen collections. (§40.71(a).)
- 2 In donor's presence, after collection: check CCF Step 2 as "Urine" and "Split". (§40.71(b)(1).)
- 3 Collector (not donor) pours at least 30 mL into primary bottle (Bottle A). (§40.71(b)(2).)
- 4 Collector (not donor) pours at least 15 mL into split bottle (Bottle B). (§40.71(b)(3).)
- 5 Collector secures caps/lids; collector applies tamper-evident seals over caps and down bottle sides; collector writes date on seals. (§40.71(b)(4)–(6).)
- 6 Collector ensures donor initials seals. If donor refuses, note in Remarks (Step 2) and continue. (§40.71(b)(7).)
- 7 Discard remaining urine in collection container. Exception: may use excess urine for clinical tests if collection part of DOT-required physical exam; no further testing (e.g., adulteration) permitted; donor has no legal right to obtain excess urine. (§40.71(b)(8); see also §40.14(d).)

### 14. Completion of Collection and Shipment Prep (DOT, Paper CCF) — §40.79

- 1 In donor's presence, direct donor to read and sign certification statement on Copy 2 and provide all Step 5 info; if donor declines to sign or provide info, note in Remarks and complete collection; at minimum print donor name. (§40.79(a)(1).)
- 2 Complete chain of custody (Step 4): print collector name, record time/date, sign, and enter delivery service transferring specimen to laboratory. (§40.79(a)(2).)
- 3 Ensure all copies are legible and complete. (§40.79(a)(3).)
- 4 Remove Copy 5 and give to donor. (§40.79(a)(4).)
- 5 Place bottles and Copy 1 of CCF in correct pouches of plastic bag; secure both pouches. (§40.79(a)(5)–(6).)
- 6 Advise donor they may leave. (§40.79(a)(7).)
- 7 Prepare for shipment: place sealed plastic bag(s) in shipping container designed to minimize damage; seal container. If lab courier hand-delivers, prepare sealed bag per courier direction. (§40.79(a)(8).)

### 15. Refusal-to-Test Indicators & Required Actions (DOT) — §40.191

Collector documents conduct and notifies DER as required. Employer has non-delegable duty to decide whether a refusal occurred. (See §40.191 and §40.355(i).)

- Failure to remain at site until testing process complete; failure to provide specimen; failure to permit observation/monitoring; failure to cooperate (e.g., refuse to empty pockets, fail to wash hands after direction). (§40.191(a)(2)–(4), (8).)
- For observed collection, failure to follow observer instructions regarding clothing positioning and turning to check for prosthetic devices. (§40.191(a)(9)–(10).)
- If donor refuses observed recollection when required, notify DER immediately. (See §40.65(b)(7), §40.67(m), §40.191(a)(4).)

## 16. Shy Bladder / Insufficient Quantity (DOT) — §40.193 (Procedure)

Trigger: specimen volume < 45 mL. Follow shy bladder procedures referenced by §40.65(a)(1) and §40.193(b). Key constraints from Part 40: do not combine voids; discard original specimen (unless temp out of range/tampering also exists). (§40.65(a)(2)–(3).)

- 1 Inform donor the specimen is insufficient and shy bladder procedure begins immediately.
- 2 Start the shy bladder time window (maximum 3 hours from the time the first insufficient specimen was provided).
- 3 Allow donor to remain under supervision at the site and make repeated attempts to void.
- 4 Allow donor to drink up to 40 oz of water spread reasonably over the time window (per §40.193(b) program procedure).
- 5 Document each attempt (time, volume) on CCF Remarks; if donor leaves before completion, notify DER and document.
- 6 If donor provides sufficient specimen within time window, proceed with §§40.65–40.71 and §40.79 completion.
- 7 If donor fails to provide sufficient specimen by end of window, terminate collection; notify DER so employer can direct required medical evaluation as applicable (§40.193 and refusal provisions in §40.191(a)(5), (7)).

## 17. Temperature Out of Range (DOT) — §40.65(b)

- 1 If temperature is outside 90–100°F (32–38°C) within 4 minutes: mark “No”, document in Remarks. (§40.65(b)(4).)
- 2 Immediately conduct new urine collection under direct observation (§40.67) or collect oral fluid specimen. (§40.65(b)(5).)
- 3 Process and ship both original and observed specimens to their respective laboratories. (§40.65(b)(6).)
- 4 Notify DER and collection site supervisor as soon as possible and document reason. (§40.65(b)(6).)

## 18. DCOH Clinical Scenarios (DOT-aligned handling)

Part 40 addresses self-catheterization explicitly (§40.61(f)(4)). Part 40 does not provide a separate urostomy/bag procedure; DCOH applies an observed-collection control consistent with §40.67 to ensure identity and integrity of specimen.

### 18.1 Self-Catheter Collection (DOT) — §40.61(f)(4) + §40.67

**Prohibited:** Staff must not catheterize a conscious employee for test purposes. (§40.61(f)(4).)

- 1 Confirm donor normally voids through self-catheterization; inform donor they must provide specimen that way. (§40.61(f)(4).)
- 2 Do not assist with catheter insertion. Provide only the collection container.
- 3 If donor declines to self-catheterize for the test, notify DER with circumstances for refusal determination. (§40.61(f)(4).)
- 4 Because specimen integrity risk is elevated, perform as directly observed collection under §40.67: observer same gender; observe urine entering container; document observer name in Remarks if different from collector. (§40.67(j)–(l).)
- 5 Proceed with §40.65 checks, §40.71 split/seal, and §40.79 completion steps.

### 18.2 Bladder/Urostomy Bag Collection (DOT) — DCOH Control (Observed)

**Critical:** Never collect from standing urine already in a bag. Fresh urine only.

- 1 Treat as directly observed collection under §40.67 (same gender observer; observe transfer into collection container).
- 2 Require donor to empty bag completely before initiating collection.
- 3 Wait for fresh urine to accumulate.
- 4 Collect urine directly from outlet into collection container while observed (do not scoop from bag).
- 5 Proceed with §40.65 checks, §40.71 split/seal, and §40.79 completion steps; document method in Remarks.

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## 19. Non-DOT Urine Drug Screen Collections (DCOH Standard)

Non-DOT collections follow employer/laboratory requirements. DCOH maintains the same security and professionalism standards, but uses Non-DOT COC forms and employer-directed observation rules. DOT forms and DOT language are prohibited. (§40.13(g), §40.41(b).)

- 1 Confirm client/employer, test reason, panel, and required COC; verify whether observation is required by employer policy.
- 2 Verify donor identity per employer policy (photo ID recommended).
- 3 Explain Non-DOT collection procedure; obtain any employer-required acknowledgements.
- 4 Secure belongings and prepare restroom per employer/lab policy; document any deviations required by employer.
- 5 Provide collection container; donor voids; collector receives specimen and performs any kit-required temperature/validity checks.
- 6 If insufficient quantity, follow employer/lab protocol (attempts onsite vs return later); document clearly on COC.
- 7 If temperature out of range or tampering suspected, follow employer policy (may include observed recollection); document authorization.
- 8 Seal bottle(s) and complete chain-of-custody per employer/lab instructions; package and ship per contract; provide donor copy if required.

## 20. Staff Guardrails (Mandatory — Verbatim)

- Never mix DOT & Non-DOT forms.
- Never use a DOT CCF for Non-DOT testing.
- Never assist with catheterization.
- Never collect urine already in a bladder/urostomy bag.
- DOT = no discretion.
- Non-DOT = follow employer/lab policy.

## 21. Quick Decision Table (Staff Reference)

Scenario	DOT Action (Part 40)	Non-DOT Action (Employer/Lab)
Insufficient volume	Follow §40.65(a) → shy bladder per §40.193	Employer/lab policy; discretion of DER unless temp/ta
Temp out of range	§40.65(b): immediate observed recollection	Employer/lab policy; document specimens; notify DER
Tampering suspected	§40.63(e)/§40.65(c): observed collection; document	Employer/lab policy; document
Self-catheter	§40.61(f)(4): donor self-catheterizes; DCOH observed control	Employer/lab policy; document; notify DER if donor declines
Bladder/urostomy bag	DCOH observed control (§40.67): empty → fresh	Employer/lab policy; document

## 22. Competency Validation Mapping (SOP → Audit Checklist)

Competency Area	SOP Sections	Validation Method
DOT/Non-DOT separation & form use	6, 19–20	Scenario Q&A + form selection audit
DOT site security controls	7	Direct observation of restroom setup + checklist
DOT prelim steps (ID/outer clothing/pockets)	8–9	Mock collection + evaluator sign-off
DOT specimen acceptance checks	10	Mock specimen acceptance; temp timing drill
Observed/monitored collections	11–12	Role-play (observer/monitor) + documentation review
Split/seal/documentation/shipping	13–14	Mock bottle fill/seal + CCF completion review
Refusal indicator recognition	15	Scenario drill + DER notification drill
Shy bladder and temp out of range workflows	16–17	Scenario drill + documentation check
Self-catheter and bag collections	18	Scenario drill emphasizing prohibitions and observed control
Non-DOT workflow compliance	19	Client protocol drill + COC review

A separate **fillable** Competency Validation Checklist is maintained as a controlled document and must be completed at onboarding, annually, and after any collection error requiring remediation (see §40.33 training focus on problem collections and error-free mock scenarios).

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## Appendix A — DOT vs Non-DOT (Section-by-Section Side-by-Side)

Topic	DOT (49 CFR Part 40)	Non-DOT (Employer/Lab)
Purpose	Regulatory compliance; defensible chain-of-custody; no discretion.	Employer/lab compliance; defensible chain-of-custody.
Forms	Federal CCF only (§40.40–§40.41).	Employer/lab COC only; DOT forms prohibited (§40.13(g)).
Site Security	Water/soap control, bluing, limited access, one collection at a time (§40.42–§40.43).	Policy-driven; DCOH recommends similar controls when permitted.
Pre-collection	ID verification, outerwear removal, pockets display, handwashing controls (§40.61–§40.63).	Policy-driven; document deviations.
Specimen checks	45 mL; temp 90–100°F within 4 min; tampering inspection (§40.65).	Per kit/policy.
Processing	Split: 30 mL A, 15 mL B; seals and initials; discard excess (§40.71).	Per kit/policy.
Completion	Sign Copy 2; collector completes Step 4; give Copy 5; package and ship (§40.79).	Per COC instructions.

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## Appendix B — Audit Use & Controlled Copy Instructions

- File this SOP under: Drug Testing → Urine Collections (DOT/Non-DOT).
- Maintain completed competency validations in Training/Competency binder (annual + onboarding + post-error).
- If a DOT collection is cancelled due to collector error, complete corrective action and document remediation per §40.33 error correction training expectations.
- This SOP is controlled: verify revision table, effective date, and watermark during audits.

DCOH — INTERNAL USE ONLY

# Duke City Occupational Healthcare (DCOH)

## Urine Drug Screen Collection – Skills & Competency Validation Checklist

Governing Authority: 49 CFR Part 40 (DOT) & Employer/Laboratory Policy (Non-DOT)

Employee Name:		Job Title:	
Evaluator Name:		Date:	
Collection Type:	<input type="checkbox"/> DOT <input type="checkbox"/> Non-DOT <input type="checkbox"/> Both	Location:	

### 1. DOT / Non-DOT Identification & Form Control

Skill / Requirement	Yes	No	N/A
Correctly identifies DOT vs Non-DOT test prior to collection			
Uses correct form (DOT CCF vs Non-DOT COC) with no mixing			
Verifies employer/DER information before starting collection			

### 2. Site Security & Restroom Preparation (DOT §40.42–§40.43)

Skill / Requirement	Yes	No	N/A
Secures water sources and applies bluing agent			
Inspects restroom for adulterants or foreign substances			
Controls access to collection area and materials			

### 3. Donor Identification & Pre-Collection Steps (§40.61–§40.63)

Skill / Requirement	Yes	No	N/A
Verifies acceptable donor identification			
Provides required instructions and explains process clearly			
Ensures removal of outer garments and pocket inspection			
Enforces proper handwashing procedure			

### 4. Standard Collection & Specimen Acceptance (§40.63–§40.65)

Skill / Requirement	Yes	No	N/A
Maintains privacy unless observation required			
Checks specimen volume ( $\geq 45$ mL DOT)			
Checks temperature within 4 minutes (90–100°F)			
Inspects specimen for signs of tampering			

### 5. Special Circumstances Handling

Skill / Requirement	Yes	No	N/A
Correctly initiates shy bladder procedure (§40.193)			
Initiates observed recollection for temperature out of range (§40.65)			
Performs direct observation correctly (§40.67)			
Handles self-catheter collections without assistance			
Handles bladder/urostomy bag collections (fresh urine only)			

### 6. Processing, Sealing & Documentation (§40.71–§40.79)

Skill / Requirement	Yes	No	N/A
Correctly splits specimen into Bottle A & B			
Applies tamper-evident seals and obtains donor initials			
Completes CCF/COC accurately and legibly			
Provides donor copy and prepares specimen for shipment			

### 7. Refusal Indicators & Escalation (§40.191)

Skill / Requirement	Yes	No	N/A
Recognizes refusal behaviors and non-cooperation			
Documents circumstances accurately			
Notifies DER/employer contact appropriately			

Evaluator Comments / Corrective Action (if applicable):

Evaluator Signature:		Date:	
Employee Signature:		Date:	



# *Certificate of Completion*

This certifies that on March 26, 2025

**Tym Candelaria**

successfully completed training compliant with the Department of Transportation (DOT) regulations and the curriculum specified by **Intoximeters, Inc.** as a

## **DOT URINE SPECIMEN COLLECTOR**

The curriculum presented meets the requirements of 49 CFR Part 40 including, but not limited to, Basic Information, Qualification Training, and Initial Proficiency Demonstration.

*Karen Barksdale*

Intoximeters, Inc.  
Expires: March 26, 2030

Karen Barksdale, Instructor  
Certificate Number: 100636



# *Certificate of Completion*

This certifies that on March 28, 2025

## Tym Candelaria

successfully completed training compliant with the Department of Transportation (DOT) regulations and the curriculum specified by Intoximeters, Inc. as a

### **TRAINER for URINE SPECIMEN COLLECTORS**

The curriculum meets the requirements for 49 CFR Part 40 including, but not limited to, Basic Information, Qualification Training, and Initial Proficiency Demonstration.

Intoximeters, Inc.  
Expires: March 28, 2030

Amber Himmelsbach, Instructor  
Certificate Number: 100638



# *Certificate of Completion*

This certifies that on June 10, 2025

## Tym Candelaria

Successfully completed the curriculum specified by **Intoximeters, Inc.** for certification as a

### **INTOXIMETERS DRY GAS CAL TECH INSTRUCTOR**

and authorizes the participant to train Factory Authorized Calibration Technicians in accordance with requirements outlined under the Intoximeters Factory Authorized Agreement for Calibration Technician Instructors for the Intoximeters model:

This course curriculum complies with the U.S. Department of Transportation's model training course and the manufacturer's standards for the operation of the breath alcohol testing instrument. Certificate is eligible for renewal on an annual basis, up to five years from class date, with successful completion of the renewal exam.

A handwritten signature in black ink that reads "Adam Bell".

Intoximeters, Inc.  
Expires: June 10, 2026

Adam Bell, Instructor  
Certificate Number: 101191



# Certificate of Completion

This certifies that on June 9, 2025

**Tym Candelaria**

Successfully completed the curriculum specified by the Department of Transportation (DOT) and curriculum specified by Intoximeters, Inc. for certification as a

## **BREATH ALCOHOL TECHNICIAN (BAT)**

and authorizes the participant to train Breath Alcohol Technicians in accordance with requirements outlined under the Intoximeters Factory Authorization Agreement and in the DOT Model Course for the Intoximeters model:

This course curriculum complies with the U.S. Department of Transportation's model training course and the manufacturer's standards for the operation of the breath alcohol testing instrument.

Intoximeters, Inc.  
Expires: June 9, 2030

Adam Bell, Instructor  
Certificate Number: 101188



# Certificate of Completion

This certifies that on June 9, 2025

**Tym Candelaria**

Successfully completed the curriculum specified by the Department of Transportation (DOT) and curriculum specified by Intoximeters, Inc. for certification as a

## **FACTORY AUTHORIZED DRY GAS CALIBRATION TECHNICIAN**

The curriculum presented corresponds with Intoximeters, Inc.'s proficiency in the use of the Evidential Breath Testing (EBT) curriculum which includes a review of the Evidential Breath Testing device's Quality Assurance Plan, and requires demonstration of proficiency in conducting calibrations, calibration checks, and the operation of:

This course curriculum was approved by Intoximeters, Inc., the manufacturer of the Evidential Breath Test Device, and complies with the manufacturer's standards for the operation of the instrument.

A handwritten signature in black ink that reads "Adam Bell".

Intoximeters, Inc.  
Expires: June 9, 2030

Adam Bell, Instructor  
Certificate Number: 101189



# *Certificate of Completion*

This certifies that on June 10, 2025

## Tym Candelaria

Successfully completed the curriculum specified by the Department of Transportation (DOT) and curriculum specified by **Intoximeters, Inc.** for certification as a

### **TRAINER for DOT BREATH ALCOHOL TECHNICIANS**

and authorizes the participant to train Breath Alcohol Technicians in accordance with requirements outlined under the Intoximeters Factory Authorization Agreement and in the DOT Model Course for the Intoximeters model:

This course curriculum complies with the manufacturer's standards for the operation of the breath alcohol testing instrument.

Intoximeters, Inc.  
Expires: June 10, 2030

Adam Bell, Instructor  
Certificate Number: 101190

# *Certificate*

This is to certify that Alyssa Apodaca has successfully completed the

## *Breath Alcohol Technician*

Training Course on January 04, 2026.

Proficient in 49 CFR Part 40 Procedures

Proficient in Operation of EBT

Tym Candelaria  
Instructor

Alco Sensor VXL  
EBT Name / Model No.

# *Certificate*

This is to certify that Alyssa Apodaca has successfully completed the

## *DOT Urine Specimen Collector*

Training Course on January 04, 2026.

This instruction meets the requirements of 49 CFR Part 40.33, including:

- Basic Information,**
- Qualification Training, and**
- Initial Proficiency Demonstration**

Tym Candelaria  
Instructor

# *Certificate*

This is to certify that Marissa Silva has successfully completed the

## *DOT Urine Specimen Collector*

Training Course on July 21st, 2025.

This instruction meets the requirements of 49 CFR Part 40.33, including:

- Basic Information,**
- Qualification Training, and**
- Initial Proficiency Demonstration**

Tym Candelaria

Instructor T. Candelaria

# *Certificate*

This is to certify that Marissa Silva has successfully completed the

## *Breath Alcohol Technician*

Training Course on August 25, 2025.

Proficient in 49 CFR Part 40 Procedures

Tym Candelaria  
Instructor

Proficient in Operation of EBT

Alco Sensor VXL  
EBT Name / Model No.

# *Certificate*

This is to certify that Yeiry Ruiz has successfully completed the

## *DOT Urine Specimen Collector*

Training Course on July 28th, 2025.

This instruction meets the requirements of 49 CFR Part 40.33, including:

- Basic Information,**
- Qualification Training, and**
- Initial Proficiency Demonstration**

Tym Candelaria  
Instructor T Candelaria

# *Certificate*

This is to certify that Yeiry Ruiz has successfully completed the

## *Breath Alcohol Technician*

Training Course on August 25, 2025.

Tym Candelaria  
Instructor

Proficient in 49 CFR Part 40 Procedures

Proficient in Operation of EBT

Alco Sensor VXL  
EBT Name / Model No.

# *Certificate*

This is to certify that Jadyn Maestas has successfully completed the

## *DOT Urine Specimen Collector*

Training Course on September 30th, 2024.

This instruction meets the requirements of 49 CFR Part 40.33, including:

- Basic Information,**
- Qualification Training, and**
- Initial Proficiency Demonstration**

Tym Candelaria  
Instructor 

# *Certificate*

This is to certify that Jadyn Maestas has successfully completed the

## *Breath Alcohol Technician*

Training Course on November 04, 2024.

Tym Candelaria  
Instructor

Proficient in 49 CFR Part 40 Procedures

Proficient in Operation of EBT

Alco Sensor VXL  
EBT Name / Model No.

# *Certificate*

This is to certify that Angel Battaglia has successfully completed the

## *Breath Alcohol Technician*

Training Course on August 27, 2025.

Tym Candelaria  
Instructor

Proficient in 49 CFR Part 40 Procedures

Proficient in Operation of EBT

Alco Sensor VXL  
EBT Name / Model No.

# *Certificate*

This is to certify that Angel Battaglia has successfully completed the

## *DOT Urine Specimen Collector*

Training Course on June 6th, 2025.

This instruction meets the requirements of 49 CFR Part 40.33, including:

- Basic Information,**
- Qualification Training, and**
- Initial Proficiency Demonstration**

T. Candelaria

Instructor: Tym Candelaria



Certificate  
of  
Completion

May it be known that this Certificate has been presented to

Yeiry Ruiz

for Successful Completion of

PSYCHEMEDICS SAMPLE COLLECTION TRAINING PROGRAM

*Andreea Bogdan*

DIRECTOR OF CLIENT SERVICES

Tuesday, August 19, 2025



Certificate  
of  
Completion

May it be known that this Certificate has been presented to

Marissa Silva

for Successful Completion of

PSYCHEMEDICS SAMPLE COLLECTION TRAINING PROGRAM

*Andreea Bogdan*

DIRECTOR OF CLIENT SERVICES

Tuesday, August 19, 2025



Certificate  
of  
Completion

May it be known that this Certificate has been presented to

Angel Battaglia

for Successful Completion of

PSYCHEMEDICS SAMPLE COLLECTION TRAINING PROGRAM

*Andreea Bogdan*

DIRECTOR OF CLIENT SERVICES

Friday, August 15, 2025



## Duke City Occupational Healthcare (DCOH)

### STANDARD OPERATING PROCEDURE (SOP)

#### Overnight Storage & Delayed Shipment of Urine Drug Test Specimens

**DOT Authority:** 49 CFR Part 40 (Urine collection security, chain of custody, specimen handling)

**Effective Date:** 02/01/2026 **Revision:** 1.0

**Document Status:** Controlled document. Uncontrolled if printed. Internal distribution only.

DCOH – INTERNAL USE ONLY

# Revision Control

Revision	Date	Description of Change	Author	Approved By
1.0	02/01/2026	Initial release — detailed, step-by-step procedures for	BOH	BOH

DCOH — INTERNAL USE ONLY

## 1. Purpose

To define mandatory procedures for maintaining specimen security, integrity, confidentiality, and defensible chain of custody when urine drug test specimens cannot be transferred to the courier/laboratory immediately (e.g., after-hours collections, missed pickups, weather delays, weekends, or holidays).

## 2. Scope

- **DOT urine specimens:** Applies to all DOT urine specimens collected at DCOH that cannot be shipped same day. DOT and Non-DOT processes must remain separate; DOT specimens use the Federal CCF.
- **Non-DOT urine specimens:** Applies to all employer/lab urine specimens requiring delayed shipment. Use employer/lab COC and follow lab shipping instructions; apply DCOH security controls unless lab instructs otherwise.

## 3. Core Principles & Non-Negotiables

- Specimens must remain sealed and secured at all times once the collection is completed.
- Access to stored specimens is restricted to authorized staff only; keys/codes are not shared.
- Do not open, alter, or re-seal specimen bottles or tamper-evident seals once applied.
- Do not alter DOT CCF after the donor leaves except as allowed for administrative corrections consistent with Part 40 error-correction processes.
- Ship as soon as practicable (same day when possible; otherwise next business day). Document any delay and the reason.
- DOT and Non-DOT specimens are never stored together in a way that risks mixing paperwork, forms, or identity (separate bins/pouches/slots).

## 4. Definitions

- **Secure Storage Unit:** A locked refrigerator or locked cabinet/room used exclusively for specimen holding, with restricted access and a documented key/code control process.
- **Specimen Custodian:** Designated staff member on shift responsible for storage log entries, custody checks, and courier release documentation.
- **Storage Log:** DCOH controlled log documenting placement into storage and release to courier (date/time/initials/specimen count/test type).
- **Chain of Custody Transfer:** The documented handoff of sealed specimens from DCOH to courier/lab pickup with tracking details where available.

## 5. Storage Area Requirements

All delayed-shipment storage must meet the following requirements:

- Storage is **locked** at all times when not actively placing/removing specimens.
- Access is restricted to **authorized personnel** (designated collectors/specimen custodians/leadership).
- Storage location prevents public access and prevents visibility of donor information.
- Storage space provides physical protection from crushing, leakage, heat sources, and contaminants.
- DOT and Non-DOT specimens are physically separated (separate containers/shelves) and clearly labeled.

### 5.1 Temperature / Environment

- Urine specimens may be stored at controlled room temperature unless laboratory instructions require refrigeration.
- Refrigeration is permitted if specimens remain sealed; do not freeze specimens.
- Avoid extreme heat exposure (e.g., near heaters, direct sunlight, vehicles).

## 6. Step-by-Step: Prepare Specimen for Storage (Immediately After Collection)

DOT — Packaging Steps	Non-DOT — Packaging Steps
1 Complete collection per Part 40 (split bottles, apply seals, obtain donor initials, complete CCF steps, provide donor Copy 5).	1 Complete Non-DOT collection per employer/lab kit instructions (bottle sealing, donor signature/initials if required).
2 Verify both Bottle A and Bottle B seals are intact and properly placed.	2 Verify all labels/seals are intact and the COC is complete.
3 Verify CCF Copy 1 is placed in the specimen bag/document pouch as required.	3 Place required paperwork in the document pouch per lab instructions; seal specimen transport bag.
4 Ensure the specimen bag is sealed and contains only that donor's paperwork and bottles (no mixing).	4 Ensure Non-DOT specimens are separated from DOT specimens and paperwork.
5 If there was an irregularity (e.g., temp out of range specimen also collected), ensure both specimens are packaged per program requirements and clearly separated with matching documentation.	

## 7. Step-by-Step: Place Specimen into Secure Storage

- 1 Transport sealed specimen bag directly to secure storage area immediately after packaging. Do not leave unattended on counters/desks.
- 2 Open storage unit and place specimen upright in the appropriate DOT or Non-DOT section (separate bin/tray).
- 3 Close and lock storage unit immediately.
- 4 Complete the Storage Log entry at the time of placement (Section 9).
- 5 If multiple specimens are stored at once, log each specimen as a distinct entry or record the batch count with unique identifiers per clinic policy.

## 8. Step-by-Step: Custody Checks During Storage (Overnight/Weekend/Holiday)

- 1 At close of business (or end of shift), the designated Specimen Custodian verifies the storage unit is locked and records a closing check in the Storage Log (date/time/initials).
- 2 If the clinic is open but courier is unavailable (weekend/holiday), the Specimen Custodian performs once-per-shift checks confirming the unit remains locked and undisturbed; document each check.
- 3 If any evidence of tampering, forced entry, broken lock, leakage, or missing specimen is discovered: secure the area, notify clinic leadership immediately, notify DER/employer contact for DOT specimens, and document incident per Section 12.

DCOH – INTERNAL USE ONLY



## 10. Step-by-Step: Next-Business-Day Shipment / Courier Pickup

- 1 Authorized staff retrieves specimens from storage at start of business day or at scheduled pickup time.
- 2 Verify the storage unit shows no evidence of compromise (lock intact; no signs of entry).
- 3 For each specimen bag: confirm bag seal intact; confirm bottle seals intact; confirm paperwork present and correct.
- 4 Place sealed specimen bags into approved shipping container (box) with cushioning to prevent crushing; do not place heavy items on top of bottles.
- 5 Seal the shipping container per courier/lab instructions.
- 6 Complete the Storage Log "Date Out/Time Out/Courier/Tracking/Initials Out".
- 7 Transfer custody to courier. If courier provides manifest, retain a copy or record manifest number in log.
- 8 If courier does not arrive: follow Section 11 (missed pickup).

## 11. Exception Handling

### 11.1 Missed Pickup / Courier No-Show

- 1 At scheduled pickup time + 30 minutes, contact courier dispatch and document contact attempt (time, person spoken with) in Storage Log or incident note.
- 2 If courier confirms rescheduled pickup: document new pickup time and keep specimens in secure storage until transfer.
- 3 If pickup cannot occur that day: retain specimens in secure storage and ship next business day. Document reason and communications.

### 11.2 Weather/Emergency Closure

- 1 Secure all specimens in locked storage; perform and document closure check.
- 2 Notify clinic leadership and, for DOT specimens when required by client program, notify DER/employer contact of the shipment delay.
- 3 Ship as soon as operations resume. Document closure reason and dates impacted.

### 11.3 Extended Delays (> Next Business Day)

- 1 Notify clinic leadership immediately; escalate to compliance/QA.
- 2 Document reason for delay, actions taken, and expected resolution.
- 3 Continue custody checks each shift/day and document them until shipment occurs.

## 12. Integrity Events (Broken Seals, Leakage, Suspected Tampering, Missing Specimen)

These are treated as reportable incidents requiring immediate containment and documentation.

**Do not re-seal bottles, re-label, or attempt to repair packaging.**

- 1 Secure the storage area; limit access to leadership and the person documenting the event.
- 2 Identify affected specimen(s) without opening sealed containers.
- 3 Notify clinic leadership immediately.
- 4 For DOT specimens: notify DER/employer contact with facts (date/time discovered, condition, actions taken).
- 5 Document incident in an Incident Note and in the Storage Log (include who discovered, what was observed, and immediate actions).
- 6 Follow laboratory guidance for damaged shipments; retain courier communications.

## 13. Confidentiality & Privacy

- Store specimens and logs so donor names are not visible to unauthorized individuals.
- Do not post donor lists; use specimen IDs or internal visit IDs on logs where feasible.
- Keep logs in locked file cabinet or controlled electronic system; restrict access to authorized staff.

## 14. Staff Guardrails (Mandatory)

- Never leave specimens unsecured (counters, desks, unlocked refrigerators).
- Never store specimens in personal refrigerators or personal vehicles.
- Never open sealed specimens or break tamper-evident seals.
- Never mix DOT and Non-DOT paperwork in the same sealed bag.
- DOT specimens ship as soon as practicable; document any delay and reason.

## 15. Competency & Audit Requirements

- Only authorized staff trained on this SOP may place specimens into storage or release to courier.
- Competency validation includes: (1) correct storage packaging, (2) log completion accuracy, (3) access control rules, (4) exception handling, and (5) integrity event response.
- Validate at onboarding, annually, and after any storage/shipping incident or audit finding.

## 16. References

- 49 CFR Part 40 (DOT drug testing procedures) — urine collections, security controls, and chain of custody documentation.
- DCOH Urine Drug Screen Collection SOP (DOT & Non-DOT) — foundational collection procedures.
- Laboratory and courier shipping instructions applicable to each client.

DCOH – INTERNAL USE ONLY



# City of Albuquerque – Drug and Alcohol Testing Services FormFox Workflow, Compliance & Technical Response

## PART 3 – SCOPE OF SERVICES (RFP ALIGNMENT)

Duke City Occupational Healthcare (DCOH) provides DOT and non-DOT drug and alcohol testing services using the FormFox electronic management platform. FormFox supports all City-required testing categories including pre-employment, random, reasonable suspicion, post-accident, return-to-duty, follow-up, and other City-authorized testing. The system ensures electronic ordering, documented chain-of-custody, secure specimen tracking, certified laboratory coordination, and compliant reporting aligned with 49 CFR Part 40 and City Substance Abuse Policy requirements.

## PART 2 – TECHNICAL PROPOSAL (FORMFOX WORKFLOW)

**Step 1 – Test Authorization & Ordering:** Authorized City personnel initiate testing events in FormFox. Orders designate test reason, DOT or non-DOT status, collection method (breath, urine, oral fluid), and service location (clinic, City site, or mobile). Electronic ordering ensures traceability and administrative accuracy.

**Step 2 – Collection Execution (Clinic, On-Site, or Mobile):** Certified DCOH collectors and BATs access the FormFox order at point of service. Breath Alcohol Tests are documented using FormFox Alcohol Testing Forms (ATFs) with approved evidential breath testing devices. Urine and oral fluid collections utilize FormFox electronic Custody and Control Forms (eCCFs), capturing donor ID, specimen validity checks, and collector certification in real time. Mobile connectivity supports after-hours, emergency, and post-accident testing.

**Step 3 – Laboratory & MRO Review:** Specimens are transferred to certified laboratories with courier tracking documented in FormFox. For regulated testing, Medical Review Officer (MRO) verification is completed prior to result release, ensuring compliance.

**Step 4 – Results Reporting & City Access:** Final results are securely delivered to authorized City representatives through FormFox. The system provides real-time status visibility, historical record access, and reporting to support audits and program oversight.

## FormFox End-to-End Workflow – RFP Compliance Matrix

RFP Requirement	FormFox Execution	City Benefit
Controlled test ordering	Electronic authorization with DOT/non-DOT designation and audit trail	Reduced errors and full traceability
On-site and mobile collections	Mobile-enabled eCCF and ATF workflows for City locations and incidents	Rapid response and operational flexibility
Chain-of-custody documentation	Electronic custody capture from collection through laboratory receipt	Defensible compliance and legal protection
Certified lab and MRO review	Integrated laboratory reporting and MRO verification prior to release	Regulatory adherence and accuracy
Reporting and record retention	Secure, long-term electronic storage and role-based access	Audit readiness and transparency

## REGULATORY COMPLIANCE & CITY BENEFITS

FormFox enables DCOH to meet all documentation, confidentiality, and reporting requirements under 49 CFR Part 40 and City of Albuquerque policy. Role-based access controls protect sensitive employee information. All records are maintained in audit-ready condition to support City compliance reviews, grievance resolution, and legal defensibility.

## APPENDIX A – FORMFox CAPABILITY SUMMARY

**Platform Purpose:** Enterprise drug and alcohol testing management for City workforce programs

**Testing Modalities:** Breath Alcohol, Urine Drug Screen, Oral Fluid

**Operational Coverage:** Clinic-based, on-site City locations, mobile, after-hours, post-accident

**Compliance:** DOT and non-DOT testing aligned with 49 CFR Part 40

**City Value:** Faster turnaround times, reduced administrative burden, improved compliance visibility

**Records:** Secure, long-term electronic retention for audits and reporting

# City of Albuquerque – Drug and Alcohol Testing Services eScreen System Workflow & RFP Compliance Narrative

## PART 3 – SCOPE OF SERVICES (RFP ALIGNMENT)

Duke City Occupational Healthcare (DCOH) can support City of Albuquerque drug and alcohol testing services using the eScreen electronic testing platform. eScreen supports DOT and non-DOT testing modalities including breath alcohol testing, urine drug screening, and oral fluid collections. The platform enables electronic ordering, chain-of-custody documentation, laboratory integration, and secure reporting consistent with 49 CFR Part 40 and City Substance Abuse Policy requirements.

## PART 2 – TECHNICAL PROPOSAL (eSCREEN WORKFLOW)

**Step 1 – Test Authorization & Ordering:** Authorized City representatives initiate test orders within eScreen, selecting the testing reason, DOT or non-DOT designation, test type, and collection location. Electronic ordering establishes traceability and supports City oversight.

**Step 2 – Collection Execution (Clinic or On-Site):** DCOH certified collectors and Breath Alcohol Technicians access eScreen orders at the point of service. Urine and oral fluid collections are documented using eScreen electronic Custody and Control Forms (eCCFs). Breath alcohol tests are documented electronically in accordance with DOT and non-DOT requirements. Mobile-enabled workflows support on-site City collections and after-hours response.

**Step 3 – Laboratory Processing & MRO Review:** Specimens are transferred to certified laboratories with chain-of-custody tracking maintained in eScreen. For regulated testing, Medical Review Officer (MRO) verification is completed prior to final result release.

**Step 4 – Results Reporting & Recordkeeping:** Final results are securely delivered through eScreen to authorized City representatives. The system provides reporting dashboards, historical result access, and electronic record retention to support audits and program oversight.

## eScreen End-to-End Workflow – RFP Compliance Matrix

RFP Requirement	eScreen Execution	City Benefit
Electronic test ordering	Web-based test authorization with audit trail	Accuracy and traceability
Chain-of-custody	Electronic CCF documentation throughout testing lifecycle	Defensible compliance
On-site and mobile collections	Tablet-enabled eCCF workflows for City locations	Operational flexibility
Certified laboratory & MRO review	Integrated lab results and MRO verification	Regulatory accuracy
Reporting & record retention	Secure electronic storage and reporting dashboards	Audit readiness

## REGULATORY COMPLIANCE & CITY BENEFITS

The eScreen platform supports compliance with 49 CFR Part 40 and City of Albuquerque drug and alcohol testing requirements. Role-based access controls protect sensitive employee information. Electronic records are retained to support City audits, investigations, and regulatory reviews.



# Client Setup Form

Client \_\_\_\_\_

Office	Billing	Shipping
Name _____	Name _____	Name _____
Phone _____	Phone _____	Phone _____
Ext _____	Ext _____	Ext _____
Fax _____	Fax _____	Fax _____
Email _____	Email _____	Email _____
Address1 _____	Address1 _____	Address1 _____
Address2 _____	Address2 _____	Address2 _____
City _____	City _____	City _____
Country _____	Country _____	Country _____
State _____	State _____	State _____
Zip _____	Zip _____	Zip _____

Share this address

### Authorized Regulatory Agencies :

FMCSA  
 FAA  
 FRA  
 FTA  
 USCG  
 PHMSA  
 HHS  
 NRC

### DOT Tests

### non-DOT Tests

Urine collection (DOT, HHS, NRC)  
 DOT alcohol test

#### Lab Based

- 1200 - 5 PANEL STANDARD
- 1203 - 7 PANEL STANDARD
- 1204 - 10 PANEL STANDARD
- 1205 - 9 PANEL STANDARD
- 1207 - 9DSP/EXP OPI2000/UALC/PHN
- 1208 - 10DSP/EXP OPI2000/UALC/PHN
- 1365 - 5DSP/EXP OPI2000/PHN
- 1380 - 5DSP/EXP OPI2000/UALC/PHN
- 1384 - 7DSP/EXP OPI2000/UALC0.04/PHN
- 1444 - 5DSP/K2/PHN
- 1448 - 9DSP/EXP OPI2000/K2/PHN
- 1455 - 10DSP/EXP OPI2000/K2/PHN
- 3119 - 10DSP/EXP OPI/NO THC/PHN
- 3499 - HHS DOT Mirror Additional Fees  
Apply
- 4009 - 7DSP/EXP  
OPI/MTD/OXY/ECS/6AM/FENT/PHN

#### POCT

- Breath alcohol test
- Lab-based urine collection for drug test
- Health-eScreen Services
- Hair
- mCup 10A on site drug test
- mCup 9A on site drug test
- mCup 11A on site drug test
- ERO5A
- ERO5B
- ERO6A
- ERO6B
- ERO6C
- ERO7A
- ERO7B
- ERO7D
- ERO7C
- ERO7E
- ERO8A
- ERO8C
- ERO8B
- ERO8D
- ERO9B

- |   |   |
|---|---|
| <input type="checkbox"/> 6590 - 10DSP/EXP OPI/NO<br>THC/OXY/6AM/BUP/FENT/PHN  | <input type="checkbox"/> ERO9A  |
| <input type="checkbox"/> 8127 -<br>5DSP/OPA/OXY300/ECS/6AM/HYCD/PHN           | <input type="checkbox"/> ERO9C  |
| <input type="checkbox"/> 8572 - 10DSP/EXP<br>OPI/OXY/ECS/6AM/FENT/COT/PHN     | <input type="checkbox"/> ERO9D  |
| <input type="checkbox"/> 8616 - 7DSP/EXP<br>OPI/MTD/ECS/6AM/ETG/PHN           | <input type="checkbox"/> ERO9E  |
| <input type="checkbox"/> 8913 - 10DSP/EXP OPI/CUST<br>LVLS/BUP/PHN            | <input type="checkbox"/> ERO9F  |
| <input type="checkbox"/> 912 - Synthetic THC (K2)                             | <input type="checkbox"/> ERO9G  |
| <input type="checkbox"/> 922 - Bath Salts (Designer Stimulants)               | <input type="checkbox"/> ERO10A   |
| <input type="checkbox"/> 936 - Redwood Steroid Panel                          | <input type="checkbox"/> ERO10A1  |
| <input type="checkbox"/> 922 - COPAT/EXP OPI/ETG for<br>Schools/Non-Workplace | <input type="checkbox"/> ERO10B   |
|   | <input type="checkbox"/> ERO10C   |
|   | <input type="checkbox"/> ERO10D   |
|   | <input type="checkbox"/> ERO11A   |
|   | <input type="checkbox"/> ERO11A1  |
|   | <input type="checkbox"/> ERO7F  |
|   | <input type="checkbox"/> eCup+ 5A (1200)                                      |
|   | <input type="checkbox"/> eCup+ 9F (6655)                                      |
|   | <input type="checkbox"/> eCup+ 13A (6651)                                     |
|   | <input type="checkbox"/> eCup+ 12A (6652)                                     |
|   | <input type="checkbox"/> eCup+ 12B (6653)                                     |
|   | <input type="checkbox"/> eCup+ 11A (6654)                                     |
|   | <input type="checkbox"/> eCup+ 8C (6797)                                      |
|   | <input type="checkbox"/> ERO10E   |
|   | <input type="checkbox"/> eCup+ 10B (1396)                                     |
|   | <input type="checkbox"/> ERO8E  |
|   | <input type="checkbox"/> ERO9H  |
|   | <input type="checkbox"/> ERO8F  |
|   | <input type="checkbox"/> ERO8G  |
|   | <input type="checkbox"/> EROX5A   |
|   | <input type="checkbox"/> EROX5B   |
|   | <input type="checkbox"/> EROX6A   |
|   | <input type="checkbox"/> EROX6B   |
|   | <input type="checkbox"/> EROX6C   |
|   | <input type="checkbox"/> EROX7A   |
|   | <input type="checkbox"/> EROX9A   |
|   | <input type="checkbox"/> EROX9B   |
|   | <input type="checkbox"/> EROX9C   |
|   | <input type="checkbox"/> EROX9D   |
|   | <input type="checkbox"/> EROX9E   |
|   | <input type="checkbox"/> EROX10A  |
|   | <input type="checkbox"/> EROX10B  |
|   | <input type="checkbox"/> ERO6E  |
|   | <input type="checkbox"/> Urine Key Cup AD 10 Panel w/SVT<br>(DUA-1107-021-19) |

Electronic Medical Services :

- Pulmonary Function Test
- Vision Test, Jaeger
- Hep-B Vaccination- #1
- Hep-B Vaccination #2
- Hep-B Vaccination #3
- MMR Vaccine #2
- Non-DOT Physical

- DOT Physical
- Vision Test, Titmus
- OSHA Respirator Questionnaire
- TB/PPD Test 1
- TB/PPD Test 2
- TB/PPD Skin Test- 1 step only
- Respirator Fit Test, Qualitative
- Lift Test
- Vision Test, Ishihara
- Varicella Vaccine #2
- Audiogram (Annual) - for current employees
- Audiogram (Baseline) - for new hires/applicants
- Tdap (Tetanus Diphtheria AcelPert) Vaccine
- MMR Vaccine #1
- Influenza Vaccine
- Hepatitis A Vaccine - #1
- Lift Test Level 2
- Body Metrics - Height & Weight
- NonDOT Physical and Physician's Statement
- eScreen TB Screening Form
- TEST TB Screening Component
- Varicella Vaccine #1
- Vision Test, Snellen
- Body Metrics
- TB Screening Form

**Reporting Methods :**

- None
- Autofax : \_\_\_\_\_
- Automated Voice Response (AVR)
- Web Reporting  Allow Random?  Yes  No

**Reporting Options :**

- Report Positives
- Display Positive Drug Names
- Display Drugs Tested

**Special Notes :**

Clients Internal Account # :

\_\_\_\_\_

\_\_\_\_\_

**Client Exception Actions :**

Exception	Pick an option...

---

Invalid temperature

- Send sample to lab
- Discard sample and recollect unobserved
- Discard sample and recollect observed
  
- Seal and document first sample; recollect unobserved and send both samples to lab
  
- Seal and document first sample; recollect observed and send both samples to lab
- Notify company contact for instructions
- Refer to employer instructions. If none are available, refer to local and state guidelines.

Document, seal and package this first sample and immediately recollect another specimen from the donor. Hold this packaged specimen until the completion of the

- second collection. Only send this specimen if specimen 2 of 2 has been completed. NOTE: A second specimen with temperature out of range should be treated as a refusal to test. Collector remarks will be required.

- discard sample and mark refusal to test

---

Suspect adulteration (visible cues)

- Send sample to lab
- Discard sample and recollect unobserved
- Discard sample and recollect observed
  
- Seal and document first sample; recollect unobserved and send both samples to lab
  
- Seal and document first sample; recollect observed and send both samples to lab
- Notify company contact for instructions
- Refer to employer instructions. If none are available, refer to local and state guidelines.

Document, seal and package this first sample and immediately recollect another specimen from the donor. Hold this packaged specimen until the completion of the

- second collection. Only send this specimen if specimen 2 of 2 has been completed. NOTE: A second specimen with temperature out of range should be treated as a refusal to test. Collector remarks will be required.

---

Shy bladder

- Notify company contact. Offer donor 40 oz. liquid for up to three hours until sufficient
- quantity is obtained (45 mL). If sufficient qty is not given, notify company contact and refer donor immediately to MRO to schedule medical evaluation.
  
  - Dismiss donor and notify company contact
  - Dismiss donor
  - Notify company contact for instructions
  - Offer donor 40 oz. liquid for up to three hours until sufficient quantity is obtained (45 mL).
  - Refer to employer instructions. If none are available, refer to local and state guidelines.

Donor has up to 3 hours to provide a sufficient specimen and must remain at the site. Instruct the donor to drink fluids (volume not exceeding 40 ounces of fluid  within the 3 hours). Collector is required to document the time at which the three-hour period begins, ends and each attempt made. If the donor is unable to provide during the 3 hour allowance the collection must be completed as a shy bladder.

---

No positive identification of donor	<input type="checkbox"/> Contact company requesting a representative proceed to collection site for appropriate identification <input type="checkbox"/> Dismiss donor to retrieve proper ID and notify company contact <input type="checkbox"/> Dismiss donor <input type="checkbox"/> Notify company contact for instructions <input type="checkbox"/> Refer to employer instructions. If none are available, refer to local and state guidelines. <input type="checkbox"/> Contact the DER to verify the identity of the donor
Donor refused to take test.	<input type="checkbox"/> Please remove the Donor from the waiting list.
Donor returned too late	<input type="checkbox"/> Please explain to the donor it is too late to read the test. A new test may need to be scheduled.

---



Duke City Occupational Health Testing Data:

**Date of Collection (Scope of Data)**

- **Reporting period covered:**  
**July 27, 2022 – December 31, 2025**
- **Total valid collections with a recorded collection date:**  
**14,969 total collections**

This reflects completed, date-stamped collections only (header rows and blanks excluded).

---

**2. Reason for Test – Totals**

<b>Reason for Test</b>	<b>Total Collections</b>
Pre-Employment	13,739
Random	2,760
Post-Accident	512
Other	187
Follow-Up	186
Reasonable Suspicion	72
Suspicion / Cause	72
Return-to-Duty	58
Job Site Change	20
Periodic Medical	15

# @screen. Specimen Result Certificate

Printed by: 44945 - Duke City Occ Healthcare - Carlisl Report printed on 2/3/2026 04:22 PM Page 1 of 1  
 ID Number: 7935944751

Attention: [REDACTED] Albuquerque, NM 87107	Verification Date 2/5/2025 11:33 AM CST
Collection Site: 44945-Duke City Occ Healthcare - Carlisle 3121 Carlisle Blvd NE Albuquerque, NM, 87110	Medical Review Officer: Dr. Brian N. Heinen 151 Leon Ave. Eunice LA 70535 888-382-2281

Donor Name: [REDACTED]	Donor SSN: [REDACTED]
Date Of Test: 2/4/2025	Donor ID: [REDACTED]
ID Number: 7935944751	Reason for Test: Pre-employment
Laboratory: ALERE	Regulation: DOT-FMCSA Specimen Type: Urine

Drugs Tested:			
Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Marijuana Metab. (delta9THCC)	Negative	50 ng/ml	15 ng/ml
Cocaine Metabolite	Negative	150 ng/ml	100 ng/ml
Amphetamine/Methamphetamine	Negative	500 ng/ml	250 ng/ml
Codeine/Morphine	Negative	2000 ng/ml	2000 ng/ml
6-Acetylmorphine	Negative	10 ng/ml	10 ng/ml

Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Hydrocodone/Hydromorphone	Negative	300 ng/ml	100 ng/ml
Oxycodone/Oxymorphone	Negative	100 ng/ml	100 ng/ml
Phencyclidine	Negative	25 ng/ml	25 ng/ml
MDMA/MDA	Negative	500 ng/ml	250 ng/ml

Final Result Disposition: **Negative**

CCF Record Date and Data Entry Operator : 2/4/2025 - Hassien, Sara

**TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER**

In accordance with applicable federal requirements, my verification is:

Negative     
  Positive     
  Test Cancelled     
  Refusal to test because  
 Dilute     
  Adulterated     
  Substituted

REMARKS:

Dr. Brian N. Heinen      *Brian N. Heinen MD*      2/5/2025 11:33 AM

(PRINT) Medical Review Officer's Name      Signature of Medical Review Officer      Date (Mo./Day/Yr.)

\* Represents laboratory screening and confirmation values.      † Represents class (Sub-Class Abbreviation)

# @screen. Specimen Result Certificate

Printed by: 44945 - Duke City Occ Healthcare - Carlisle Report printed on 2/3/2026 04:26 PM Page 1 of 1  
 ID Number: 7958246295

Attention: [REDACTED] [REDACTED] [REDACTED] Albuquerque, NM 87110	Verification Date 10/24/2025 08:44 AM CST
Collection Site: 44945-Duke City Occ Healthcare - Carlisle 3121 Carlisle Blvd NE Albuquerque, NM, 87110	

Donor Name: [REDACTED]	Donor SSN: [REDACTED]
Date Of Test: 10/24/2025	Donor ID: [REDACTED]
ID Number: 7958246295	Reason for Test: Post Accident
Service: mCup 10A on site drug test	Regulation: Non-DOT Specimen Type: Urine

**Drugs Tested:**

Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *	Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Marijuana	Negative	50 ng/mL	15 ng/mL	PCP	Negative	25 ng/mL	25 ng/mL
Cocaine	Negative	300 ng/mL	150 ng/mL	Barbiturates	Negative	300 ng/mL	300 ng/mL
Amphetamines (AMP)†	Negative	1000 ng/mL	500 ng/mL	Benzodiazepines	Negative	300 ng/mL	300 ng/mL
Amphetamines (MET)†	Negative	1000 ng/mL	500 ng/mL	Methadone	Negative	300 ng/mL	300 ng/mL
Opiates	Negative	2000 ng/mL	2000 ng/mL	MDMA/MDA	Negative	500 ng/mL	250 ng/mL

**Final Result Disposition: Negative**

**TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER**

My verification is:

Negative
  Positive
  Test Cancelled
  Refusal to test because

Dilute
  Adulterated
  Substituted

REMARKS:

---

\* Represents laboratory screening and confirmation values.

† Amphetamines screening test detects both Amphetamine and Methamphetamine subclasses

# @screen Specimen Result Certificate

Printed by: 44945 - Duke City Occ Healthcare - Carlisle Report printed on 2/3/2026 04:29 PM Page 1 of 1  
 ID Number: 7944111074

Attention: ██████████ ██████████ ██████████ Albuquerque, NM 87193	Verification Date 5/20/2025 05:07 PM CST
Collection Site: 44945-Duke City Occ Healthcare - Carlisle 3121 Carlisle Blvd NE Albuquerque, NM, 87110	Medical Review Officer: Dr. Brian N. Heinen 151 Leon Ave. Eunice LA 70535 888-382-2281

Donor Name: ██████████	Donor SSN: ██████████
Date Of Test: 5/19/2025	Donor ID: ██████████
ID Number: 7944111074	Reason for Test: Pre-employment
Laboratory: ALERE	Regulation: Non-DOT Specimen Type: Urine

**Drugs Tested:**

Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *	Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Marijuana	Negative	50 ng/ml	15 ng/ml	PCP	Negative	25 ng/ml	25 ng/ml
Cocaine	Negative	300 ng/ml	150 ng/ml	Barbiturates	Negative	300 ng/ml	300 ng/ml
Amphetamines	Negative	1000 ng/ml	500 ng/ml	Benzodiazepines	Negative	300 ng/ml	300 ng/ml
Opiates	Negative	2000 ng/ml	2000 ng/ml	Methaqualone	Negative	300 ng/ml	300 ng/ml
Propoxyphene	Negative	300 ng/ml	300 ng/ml	Methadone	Negative	300 ng/ml	300 ng/ml

**Final Result Disposition: Negative**

**TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER**

My verification is:

Negative     
  Positive     
  Test Cancelled     
  Refusal to test because  
 Dilute     
  Adulterated     
  Substituted

REMARKS:

Dr. Brian N. Heinen      *Brian N. Heinen MD*      5/20/2025 05:07 PM  
 (PRINT) Medical Review Officer's Name      Signature of Medical Review Officer      Date (Mo./Day/Yr.)

\* Represents laboratory screening and confirmation values.

† Represents class (Sub-Class Abbreviation)



# Statistics Report

Statistics for Duke City Urgent Care  
 from 1/31/2026 - 1/31/2026

Report printed on: 1/31/2026 05:50 PM  
 Drug Test Type : All

Reason	Total	Negative	Positive	Verified Negative	Adulterated	Canceled	Substituted	Refusal to test	Canceled no CCF	Policy Violation	Positive UTCD
01 -- Pre-employment	0	0	0	0	0	0	0	0	0	0	0
02 -- Reasonable Cause	0	0	0	0	0	0	0	0	0	0	0
03 -- Random	0	0	0	0	0	0	0	0	0	0	0
04 -- Post Accident	0	0	0	0	0	0	0	0	0	0	0
05 -- Return to Duty	0	0	0	0	0	0	0	0	0	0	0
06 -- Follow Up	0	0	0	0	0	0	0	0	0	0	0
07 -- Promotion	0	0	0	0	0	0	0	0	0	0	0
08 -- Transfer	0	0	0	0	0	0	0	0	0	0	0
09 -- Periodic Medical	0	0	0	0	0	0	0	0	0	0	0
10 -- Other	0	0	0	0	0	0	0	0	0	0	0
11 -- Diversion	0	0	0	0	0	0	0	0	0	0	0
Totals	0	0	0	0	0	0	0	0	0	0	0

Verified Negative by Drug	Preemployment	Reasonable Cause	Random	Post Accident	Return to Duty	Follow Up	Promotion	Transfer	Other
Marijuana	0	0	0	0	0	0	0	0	0
Cocaine	0	0	0	0	0	0	0	0	0
Amphetamines	0	0	0	0	0	0	0	0	0
Opiates	0	0	0	0	0	0	0	0	0
PCP	0	0	0	0	0	0	0	0	0
Totals	0	0	0	0	0	0	0	0	0

Positive by Drug	Preemployment	Reasonable Cause	Random	Post Accident	Return to Duty	Follow Up	Promotion	Transfer	Other
Marijuana	0	0	0	0	0	0	0	0	0
Cocaine	0	0	0	0	0	0	0	0	0
Amphetamines	0	0	0	0	0	0	0	0	0
Opiates	0	0	0	0	0	0	0	0	0
PCP	0	0	0	0	0	0	0	0	0
Totals	0	0	0	0	0	0	0	0	0



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cress Insurance Consultants a division of Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Suite 1000 Albuquerque NM 87111  License#: 2081754 DUKECITY01	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 505-822-8114      FAX (A/C, No): 505-822-0341 E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : New Mexico Mutual Casualty Company</td> <td>40627</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : New Mexico Mutual Casualty Company	40627	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**

CERTIFICATE NUMBER: 1197515583

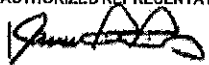
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6074593629	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		6074593629	12/15/2024	12/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 40,000		6074593632	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0103766.105	12/15/2024	12/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 FOR INFORMATION ONLY  
 FOR INFORMATION ONLY  
 FOR INFORMATION ONLY

**CERTIFICATE HOLDER****CANCELLATION**

Duke City Urgent Care, LLC 11505 Montgomery Blvd NE Albuquerque NM 87111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Pay Equity Reporting Form



City of Albuquerque  
www.cabq.gov



Bernalillo County  
www.bernco.gov



Water Authority  
www.abcwua.org

## Company Details

Company Name	Duke City Occupational Healthcare	Mailing Address	3121 Carlisle Blvd NE Albuquerque, New Mexico 87110
Phone	505-228-2108	NM Employees?	yes
Email Address	tym.candelaria@dukecitycares.com		

Job Category	Job Category	No. Females	No. Males	Gap (Abs. %)
1.1	Exec/Senior Level Officials/Mgrs	0	1	N/A
1.2	First/Mid Level Officials/Mgrs	1	0	N/A
2	Professionals	0	0	N/A
3	Technicians	3	0	N/A
4	Sales Workers	0	0	N/A
5	Office and Admin. Support	2	0	N/A
6	Craft Workers (Skilled)	0	0	N/A
7	Operatives (Semi-Skilled)	0	0	N/A
8	Laborers (Unskilled)	0	0	N/A
9	Service Workers	0	0	N/A
	<b>Overall Total</b>	<b>6</b>	<b>1</b>	<b>N/A</b>

Total # of Females (all categories)	6	Total # of Males (all categories)	1
Total # Female Only Job Categories	3	Total # Male Only Job Categories	1
Total # Part Time Females	0	Total # Part Time Males	0
Female % Workforce	85.71%	Male % of Workforce	14.29%
Total # Employees	7	Total # Non-Binary Employees	0

**Must be signed by a representative of the company.** Signature certifies that all employees working in New Mexico are included, the data is for one year ending when the form is signed, and any challenges to your information may require you to get third party verification at your own expense.

Tym Candelaria, Senior Manager of Clinical Operations

*T. Candelaria*

Feb 3, 2026

Name and Title

Signature

Date Submitted

**Following your submission, the system will calculate and certify your Overall Total Pay Gap. A copy of the Pay Equity Reporting Form will be emailed to you for inclusion with your bid or proposal. If the Overall Total Pay Gap on your form is 0%, you are eligible for a 5% preference. Please keep in mind that a completed Pay Equity Reporting Form must be submitted with all bids and proposals, regardless of the Overall Total Pay Gap. Please contact the contact person identified in the applicable Agency's solicitation documents with any questions about the Pay Equity Reporting Form.**

**APPENDIX B  
Cost Proposal**

	Year One	Year Two	Year Three	Year Four	Year Five
	Unit Cost per Service	Unit Cost per Service	Unit Cost per Service	Unit Cost per Service	Unit Cost per Service
DOT Drug Screen	\$60.57	\$60.57	\$60.58	\$60.58	\$60.60
Non-DOT Drug Screen	\$60.57	\$60.57	\$60.58	\$60.58	\$60.60
Ten Panel Drug Screen	\$66.95	\$66.95	\$66.97	\$66.97	\$67.00
Anabolic Steroid Drug Screen	\$136.00	\$136.00	\$136.04	\$136.04	\$136.08
Breath Alcohol at designated location (site code QD096) and onsite collector at CABQ (site code ES002)	\$ 37.66	\$37.66	\$37.67	\$37.67	\$37.68
Unscheduled Emergency/After Hours Collections (per donor)	\$350.00	\$350.00	\$350.11	\$350.11	\$350.21
Scheduled After Hours at Predefined locations (per hour minimum charge 2 hours)	70.00	\$70.00	\$70.02	\$70.02	\$70.04
Three (3) Saturday Collections Per Year with four (4) hours per scheduled Saturday at predefined location with three (3) collectors	\$630.00	\$630.00	\$630.19	\$630.19	\$630.38
Expert Testimony Fee	\$300 per hr	\$300 per hr	\$300 per hr	\$300 per hr	\$300 per hr
Rapid Urine Drug Screen	\$70.00	\$70.00	\$70.02	\$70.02	\$70.04

- Please complete table for 5 years.
- Include lab fees within the Unit Cost per Service.
- All line items shall indicate any and all appropriate taxes and all other such charges to accommodate the service requirements. The City reserves the right to add or delete contracted or related services as needed throughout the term of the contract.

Invoice

Duke City Urgent Care, LLC  
 11601 Montgomery Blvd NE  
 Albuquerque, NM 87111-2660  
 505-814-1996

Date	Invoice#
02/04/2026	605980

<b>Bill To</b>
*CITY OF ALBUQUERQUE PO BOX 1985 ALBUQUERQUE, NM 87103  Attention: ACCOUNTS PAYABLE

<b>Notes</b>
Example Invoice for RFP-2025-736-DFA-ID

Date	Description	Qty	Price	Amount
02/02/2026	JOHN DOE, DOB 01/01/1900	1		
02/02/2026	NON REGULATED UDS, CCF 123456789, PRE-EMPLOYMENT	1		60.57
02/02/2026	JOHN DOE, DOB 02/02/1990	1		
02/02/2026	REGULATED UDS, CCF 12345789, RANDOM	1		60.57
02/05/2026	JANE DOE, DOB 10/10/1900	1		
02/05/2026	BREATH ALCOHOL TEST, #1045	1		37.66
02/20/2026	JANE DOE, DOB 02/02/1900	1		
02/20/2026	SCHEDULED AFTER HOURS 02/19/2026 PER HOUR \$70.00	2	70.00	140.00
We appreciate your prompt payment.				<b>Total \$298.80</b>

## AGREEMENT

THIS AGREEMENT is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and Duke City Urgent Care, dba Duke City Occupational Health, a New Mexico Corporation whose address is 3121 Carlisle Blvd. NE, Albuquerque, NM 87110 ("Contractor").

## RECITALS

WHEREAS, the City issued a Request for Proposals for the Risk Management Department, RFP-2025-736-DFA-ID titled "Drug and Alcohol Testing Services"; and

WHEREAS, the Contractor submitted its Proposal, dated February 4, 2026, in response to RFP-2025-736-DFA-ID; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. Scope of Services.** The parties hereto shall perform the following services ('Services') in a satisfactory and proper manner, as determined by the City:

Provide a program for drug and alcohol testing to comply with Federal Department of Transportation regulations (49 CFR Part 40, Part 655, Part 382 and Part 199) and the City of Albuquerque Substance Abuse Policy for safety sensitive employees and reasonable suspicion testing for safety-sensitive and non-safety sensitive employees. The drug and alcohol testing program shall include, but not be limited to the following tests and procedures for the categories listed below which are covered under 49 CFR Part 40:

- Pre-Employment
- Random
- Reasonable Suspicion
- Post-Accident
- Return to Duty
- Follow-up
- Other tests may be required as a result of changes in the DOT regulations 49 CFR Parts 40, Part 655, 199 and 382, or upon request by the City.
- Other tests that may be required as appropriate (non-DOT)

The Contractor shall perform the following services:

- Administer collection, testing and other duties in a manner conforming to Federal, State and local laws.
- Provide testing facilities/laboratory analysis by a laboratory certified by the DHHS.
- Provide to the City all reporting required by 49 CFR Part 40, 49 CFR Part 199, 49 CFR Part 382, and 49 CFR Part 655. Reporting shall be annual and semi-annual, with records

maintained by the Contractor.

- Provide itemized invoices for City review and payment on a monthly basis.
- Provide semi-annual and annual reports itemizing each required test and category of test administered.

2. **Term of Agreement.** Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within 5 (five) years of the date of execution of this Agreement.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of One **Million Five Hundred Thousand No/100 Dollars (\$1,500,000.00)**, which includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services, including all expenditures made and expenses incurred by the Contractor in performing the Services. Contractor will not solicit tips or other gratuities, as contract amount constitutes complete compensation for services.

B. **Method of Payment.** Payments shall be made to the Contractor upon completion of each performance upon receipt by the City of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. **Appropriations.** Notwithstanding any provision in this Agreement to the contrary, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current Fiscal Year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

D. **Responsibility to Monitor Contract.** Contractor shall be responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. **Independent Contractor.** Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. **Personnel.**

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. **Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance.** For all City contracts for goods and/or services, it is required that all vendors/contractors maintain the following basic insurance coverages (and limits):

A. **Commercial General Liability Insurance("GCL")** A CGL insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

**B. Automobile Liability Insurance.** N/A

**C. Workers' Compensation Insurance.** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico.

**D. Professional Liability (Errors and Omissions) Insurance.** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

**E Increased Limits.** If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

**8. Discrimination Prohibited, Civil Rights Compliance.** In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

**9. ADA Compliance.** In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

**10. Conflict of Interest.** No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

**11. Interest of Contractor.** The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the

performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

**12. No Collusion.** The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

**13. Debarment, Suspension, Ineligibility and Exclusion Compliance.** The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

**14. Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

**15. Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

**16. Public Records.** The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

**17. Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

**18. Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to

make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

**19. Ownership, Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**20. Compliance With Laws.** In performing, the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

**21. Changes.** The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

**22. Assignability.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

**23. Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

**24. Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section

hereof relative to termination shall apply.

25. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

26. **Enforcement.** The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

27. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

28. **Applicable Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

29. **Force Majeure.** The City shall not be liable for failure to perform its obligations under this Agreement due to causes beyond the control and without the fault or negligence of the City which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above (hereinafter "Force Majeure Event"). If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

30. **Electronic Signatures.** The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

31. **Approval Required.** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

**CONTRACTOR:**

Company: Duke City Urgent Care, dba Duke City Occupational Health

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CITY OF ALBUQUERQUE:**

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_