



Hello,

We hope this update finds you all well as we are preparing for the holiday season. It has been an incredible year meeting so many wonderful people and building a relationship with you all. We wanted to take a moment and say “Thank you” for not only being our clients but to recognize that it’s the jobs that you do that makes Oklahoma a great place to live. We have included the contract for 2025 for your review and wanted to explain some of the upcoming changes.

### **Membership**

Due to the significant increases of operational costs due to inflation, starting January 1, 2025, our random drug testing prices will increase to \$65 per covered employee. This includes on-site randoms with certified collector, access to 4,000 nationwide collection sites, Medical Review Officer (MRO), drug testing supplies (chain of custody forms and specimen kits), Alcohol Breath Tests for DOT employees, lab testing, audit assistance, and free DER and Supervisor training.

### **Software**

We are very excited to be launching our new software which is completely web based. This software allows you to order tests online, track the status of a test, and have access to the tests results. We will start using this on January 1, 2025. This is included with your LGTC membership.

### **Rosters**

In compliance with Oklahoma State Law, employees that are considered safety sensitive will be drug tested for a DOT like 5-panel (THC, Opiates, Methamphetamine, PCP, and Morphine). Employees that are considered non-safety sensitive will be tested for a 4-panel which excludes THC for random drug tests. If a non-safety sensitive employee needs to be tested for a post-accident or reasonable suspicion, a 5-panel drug test will be ordered.

### **Specialty Testing**

Specialty testing was \$50 + collection cost. Starting on January 1, 2025 we will have a flat fee of \$68 for all in network collections and \$75 for all out of network collections. Thanks to the new software, you will know which labs are in and out of network.

## Consortium vs Standalone

When purchasing LGTC, we were told all clients were in a consortium. A consortium puts all donors that are in the same category in one pool. For example, all FMCSA regulated employees from all our clients would go in the FMCSA pool. If we had 100 FMCSA regulated employees, we would have to test a minimum of 50 to meet the 50% drug tested regulation from FMCSA.

DOT Best Practices states that testing needs to occur at least quarterly to increase the element of surprise to deter drug use. During 2024 drug testing, we tested a percentage each quarter to equal the 50% minimum for FMCSA.

What we have realized, for many of clients, is the previous owners were coming out one time a year and testing 50% of all employees. This was not in compliance with DOT best practices.

If you would like your 50% of employees tested, and not be in the consortium we have a standalone pool option. A standalone pool puts your employees in their own pool. For example, if you have 80 FMCSA DOT employees. We will test a minimum of 40 for drug testing, and 8 for alcohol testing to meet the FMCSA minimum yearly requirements. To abide by the minimum quarterly requirement, we would test 10 for drug and 2 for alcohol each quarter.

In summary, if you have more than 20 employees a standalone pool would be our recommendation. If you have less than 20 employees our recommendation is to be in the consortium. If you would like to be in a standalone pool, please reach out for the contract addendum.

We appreciate your continued trust in LGTC for random drug management need. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Stormy McClure

Program Administrator  
Representative

Fred Behringer

Field Service

Service Agreement

Between Client and Local Government Testing Consortium (LGTC)

### 1. Parties

This Service Agreement ("Agreement") is entered into as of the effective date of this contract for the upcoming testing year, by and between \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ ("Client"), and Local Government Testing Consortium ("LGTC" or Third Party Administrator ("TPA")), a company organized and existing under the laws of Oklahoma with its principal place of business in Shawnee, OK.

### 2. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which LGTC will provide drug and alcohol testing services for the Client's employees.

### 3. Services

#### Definitions:

**Classification** – The proper designation of all covered employees (i.e. DOT, Non-DOT Non-Safety Sensitive, and Non-DOT Safety Sensitive) as set forth in the state law under the Oklahoma Standards for Workplace Drug and Alcohol Testing Act 40 O.S. §554 et seq and the Oklahoma Medical Marijuana and Patient Protection Act 63 O.S. §427.8 et seq, and 49 CFR part 40.

**Covered Employees** – employees who work for the CLIENT and are covered by the CLIENT's Substance Abuse Prevention Program (SAPP).

**Designated Employer Representative (DER)** – Appointed by the CLIENT, this individual is responsible for ensuring compliance with 49 CFR Part 382 and/or 40 O.S. §551 *et seq* in the administration of the CLIENT's Substance Abuse Prevention Program (SAPP). The DER is the only person with whom LGTC will discuss or release confidential information.

**LGTC Testing Specialist** – Individual employed or contracted by LGTC to perform substance testing and/or collections in accordance with 49 CFR Part 382 and/or 40 O.S. §551 *et seq*, and/or 49 CFR part 40. A Testing Specialist may be a duly assigned employee, or contractor, of a medical clinic, hospital or doctor's office through its agreement with LGTC.

**Substance Abuse Prevention Program (SAPP)** – a program established by the CLIENT that complies with all aspects of 49 CFR Part 382 and/or 40 O.S. §551 *et seq.* The SAPP documentation will identify LGTC as the SAPP’s testing resource.

**Supervisor** – a CLIENT employee who has supervisory responsibilities of individuals whom the CLIENT has designated as participants in the CLIENT’s SAPP.

**Program Year** – recognized as, January 1st through December 31st.

Effective date January 1, 2025 to December 31, 2025

### **LGTC RESPONSIBILITIES:**

1. LGTC will perform all duties necessary in the operation of the consortium, including arranging for services of a Department of Health & Human Services (HHS)-certified drug testing laboratory and a certified Medical Review Officer (MRO).
2. LGTC will provide regular training opportunities for DER’s and SUPERVISORS.
3. LGTC will make a reasonable attempt to arrange for local specimen collection site, when unable to complete on-site testing.
4. Participation in a Drug & Alcohol program that meets all Oklahoma & US DOT program requirements for the testing process and donor privacy.
5. Random test generation and administration.
6. Materials, in person classes and/or digital media for required Supervisor and DER training.
7. On-Site collection of specimens for random drug testing.
8. On-Site testing for random alcohol testing.
9. Email result reports available as well as reports of any violations.
10. Medical Review Officer review of all positive results and confidential contact with the donor of a positive collection for drug use.
11. LGTC will pull 20% of consortium’s Non DOT employees (or 20% of CLIENT’S employees in a standalone pool, or other amount as agreed to by the parties in an addendum), for random drug testing and will follow the DOT regulatory testing rates for DOT covered employees.
  - a. For Non DOT consortium employees, actual percentage tested will vary based on alternates and employee availability on testing dates. If Client desires to have a policy for absences or availability issues related to employees, it must be agreed to by the parties in separate addendum to this contract.

## **CLIENT RESPONSIBILITIES:**

1. CLIENT will appoint a Designated Employer Representative (DER). The DER is responsible for ensuring the CLIENT's Substance Abuse Prevention Program complies with 49 CFR Part 382 and/or 40 O.S. §551 *et seq.*
2. CLIENT will appoint an alternate DER to coordinate random testing in the event the DER is unavailable.
3. CLIENT will submit a roster digitally to LGTC five business days prior to the commencement of each quarter utilizing the electronic forms provided by LGTC for this purpose. Failure to provide the roster timely will be deemed as authorization for LGTC to utilize the roster from the previous quarter with no changes. Failure to utilize the form provide by LGTC will result in a \$50 transcription fee.
4. If client's employee is selected for a DOT random drug or alcohol test, the client has the responsibility of notifying client's employee to proceed immediately for testing.
5. Client agrees to notify TPA immediately of any changes in address, telephone number(s) (home, and/or mobile) and e-mail.
6. In the event of an audit of the Client's drug and alcohol testing program, TPA shall provide assistance to include phone consultation and assistance to provide all necessary information for an audit. A copy of any letter from regulatory officials regarding the Client's drug and alcohol testing program should be forwarded to TPA immediately upon receipt.
7. Client shall hold harmless TPA from any claim, loss, liability, damage, detriment or obligation arising from any matter other than their willful misconduct or gross negligence.
8. TPA and Client agree that each will maintain the confidentiality of information gathered in the process of providing occupational testing services. TPA and Client will not disclose information to any unauthorized persons and third parties without proper written authorization.
9. TPA may discontinue serving the Client and immediately terminate this Agreement for non-payment of services rendered or if the client violates this agreement or any

applicable law or regulations. Once services are terminated, there is a \$250.00 reinstatement fee to restore services.

#### **DER RESPONSIBILITIES:**

1. Annually, complete DER training provided by LGTC. Training covers DER responsibilities to include who could be covered by the SAPP, records retention and reporting requirements.
2. Register with the U.S. Department of Transportation (DOT) if the CLIENT has employees that must meet DOT standards (ex: CDL requirements). Registration provides the DER with notification of DOT updates and regulations. It is the DER's responsibility to ensure the CLIENT's SAPP is in compliance with all applicable regulations.
3. Properly classify covered employees as DOT, Non-DOT Non-Safety Sensitive, or Non-DOT Safety Sensitive. Please refer to "Classification" under the Definitions section of this document for additional information.
4. For purposes of random testing, the CLIENT shall ensure that the random pool list provided to LGTC by the CLIENT meets the definition of safety sensitive as defined under applicable law. LGTC has no way to verify whether each employee qualifies as safety sensitive and will not be held liable for testing employees who do not meet the definition of safety sensitive.
5. Establish a testing location that meets the needs of the testing to occur (urine sampling and/or breath analysis).
6. Maintain all records of drug and alcohol testing and results. Such records must be available for review by appropriate regulatory bodies upon request. Further such records must be secured as confidential personnel records.

#### **SUPERVISOR RESPONSIBILITIES:**

1. Annually, attend *Recognizing Substance Abuse in the Workplace* training.

#### **TESTING DETAILS:**

1. Non DOT Safety Sensitive employees will be tested at a DOT 5 panel (THC, cocaine, opiates, amphetamines, and PCP). If CLIENT wishes to adopt an alternative policy this

agreement shall be provided to LGTC and agreed to by both parties as an addendum to this agreement.

2. Non DOT Non Safety Sensitive employees will be tested at DOT 4 panel for random testing (excludes THC) This is done pursuant to 63 O.S. § 425, which states in part “Employers may not take action against the licensed medical marijuana patient solely based upon the status of an employee as a licensed medical marijuana patient or the results of a drug test showing positive for marijuana or its components.” If CLIENT wishes to adopt an alternative policy this agreement shall be provided to LGTC and agreed to by both parties as an addendum to this agreement.
3. Non DOT Non Safety Sensitive employees will be tested at DOT 5 panel for reasonable suspicion. If CLIENT wishes to adopt an alternative policy this agreement shall be provided to LGTC and agreed to by both parties as an addendum to this agreement.
4. If donor needs to be retested per MRO recommendations, CLIENT will be charged an in network rate of \$68 per test, and out of network rate of \$75 per test.

### **ADDITIONAL SERVICE AGREEMENT REQUIREMENTS FOR DEPARTMENT OF TRANSPORTATION (DOT) REGULATED DRUG & ALCOHOL TESTING PROGRAM**

**Third Party Administrator (TPA)** is providing services to your DOT regulated entity (Client) as follows:

1. DOT regulated drug testing with specimen collection, HHS certified lab services and Medical Review Officer (MRO) services. Alcohol testing is provided with a NHTSA approved Evidential Breath Testing (EBT) device.
2. Employer accepts full responsibility for participating in DOT testing program in a manner which is compliant with the Code of Federal Regulations, Title 49 - Part 40 and applicable DOT agency regulations. A copy of these regulations is available from TPA.
3. The DOT regulated employer shall be enrolled into Local Government Testing Consortium, LLC DOT random testing program at testing rates mandated by applicable DOT agency regulations.
4. TPA shall maintain records demonstrating client’s participation in the DOT random testing program and to provide client with these records within two business days of request.
5. Upon receipt of a refusal to test report or a positive drug or alcohol test report, the Client agrees to notify TPA immediately and remove the individual from the TPA DOT random testing pool until such time as Return to Duty status is authorized by a Substance Abuse Professional (SAP).

## 1. Term

This Agreement shall commence at the next testing quarter and shall continue for a period of one (1) program year, unless terminated earlier in accordance with the terms of this Agreement.

## 2. Fees

The Client agrees to pay LGTC the fees outlined in the fee schedule outlined in Appendix 1 to this agreement.

## 3. Payment Terms

Invoices shall be issued annually, or semi- annually at clients request, and are payable within thirty (30) days of receipt. Specialty Testing includes pre-employment, reasonable suspicion, return to duty, and follow up testing. Specialty Testing will be invoiced monthly or quarterly. Late payments shall incur a late fee of \$25 per month.

## 4. Confidentiality

Both parties agree to maintain the confidentiality of all information related to the services provided under this Agreement, except as required by law.

## 5. Termination

Either party may terminate this Agreement 60 days prior to a renewal date. In the event of termination, the Client shall pay LGTC for all services rendered up to the termination date.

## 6. Indemnification

Each party shall be responsible for its own liability for acts performed pursuant to this Agreement, subject to applicable law, and for Client, specifically subject to the provisions of the Governmental Tort Claims Act.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the forum shall be Tulsa County Oklahoma.

## 8. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.



9. Amendments

Any amendments to this Agreement must be in writing and signed by both parties.

10. Legal Obligations Remain Clients

Specimen collection, administration, and randomization outlined in this agreement are offered by LGTC as a service to its CLIENTS, but responsibility for compliance with State and Federal law and regulations remains with the CLIENT. LGTC recommends CLIENT consult it's attorney to ensure compliance with applicable regulations.

11. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To Client:

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

To LGTC:

Local Government Testing Consortium

PO Box 755

Shawnee, OK, 74802

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Client

Local Government Testing Consortium (LGTC)

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

Name: \_\_\_\_\_ Name: \_\_\_\_\_

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

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

Appendix 1 – Pricing

<b>Item</b>	<b>Panel</b>	<b>Fee</b>
On-site Random Collection for Urine Drug Test	DOT 5 Panel	
Breath Alcohol testing with Evidential Breath Testing (EBT) Machine	DOT like 5 Panel	\$65
\$65 per covered employee will be sent once first roster is received. CLIENT has the option of split payment in January and July.	4 panel	
	DOT 5 Panel	
Specialty Testing at in network collection sites	DOT like 5 Panel	\$68
	4 Panel	
	DOT 5 Panel	
Specialty Testing at out of network collection sites	DOT like 5 Panel	\$75
	4 Panel	
Non-DOT Breath Alcohol Test with EBT for random alcohol testing		\$10
Breath Alcohol Testing at all collection sites		\$30
Standalone Pool (reoccurring yearly fee)		\$250
Reinstatement fee		\$250
Transcription fee for rosters to LGTC provided format		\$50
No Show fee		\$150
MIS Reporting Sheet (upon request)		Included

Audit Assistance		Included
Online Supervisor Reasonable Suspicion Training (1 hour of alcohol, 1 hour of drug)		Included
Online Designated Employer Representative (DER) Training		Included
	DOT 5 Panel	
Retested specimen due to MRO recommendations at in network collection site	DOT like 5 Panel	\$68
	DOT 4 Panel	
	DOT 5 panel	
Retested specimen due to MRO recommendations at out of network collection site	DOT like 5 panel	\$75
	DOT 4 panel	
If Client add more employees than originally invoiced, Client will be charged the \$65 for each additional covered employee		