

TO: LGTC MEMBERS

FROM: Fred Behringer  
LGTC Program Administrator

SUBJECT: Updated Agreement for Federal DOT & Non-DOT Drug/Alcohol Testing

In 1993, the Oklahoma legislature passed the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. § 551 *et seq.* to allow employers to perform drug and alcohol testing of its employees under certain circumstances.

Several years ago, the U.S. Department of Transportation expanded the rules for drug and alcohol testing to include all holders of Commercial Drivers Licenses who operate vehicles of more than 26,000 pounds. For additional information, you can refer to the U.S. Code Title 49 CRF.

**Membership in the Local Government Testing Consortium (LGTC), provides:**

1. Participation in a Drug & Alcohol program that meets all Oklahoma & US DOT program requirements for the testing process and donor privacy.
2. Random test generation and administration.
3. Materials, in person classes and/or digital media for required supervisor training.
4. On-Site collection of specimens for drug testing.
5. On-Site testing for alcohol.
6. Email result reports available as well as reports of any violations.
7. Medical Review Officer review of all positive results and confidential contact with the donor of a positive collection for drug use.
8. All-inclusive billing – billed annually or semi-annually.
9. After hours emergency response, if necessary.

LOCAL GOVERNMENT TESTING CONSORTIUM  
SUBSTANCE ABUSE PREVENTION PROGRAM

**Consortium Member Agreement**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Local Government Testing Consortium (LGTC) and \_\_\_\_\_  
\_\_\_\_\_(MEMBER).

LGTC and the MEMBER agree as follows:

LGTC and MEMBER will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing, 40 O.S. § 551 *et seq.*

To comply with the requirements for alcohol and controlled substances testing programs for commercial drivers as set out at 49 CFR Part 382 (the Regulations), the MEMBER will establish a “Substance Abuse Prevention Program” (SAPP) and comply with the requirements of this agreement.

Definitions:

**Classification** – The proper designation of all covered employees (i.e. DOT, Non-DOT and 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.*

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

**Designated Employer Representative (DER)** – Appointed by the MEMBER, 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 MEMBER’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.* 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 MEMBER 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 MEMBER employee who has supervisory responsibilities of individuals whom the MEMBER has designated as participants in the MEMBER’s SAPP.

**Program Year** – recognized as the Calendar Year, January through December.

**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 (DHHS)-certified drug testing laboratory and a certified Medical Review Officer (MRO).
2. LGTC will provide regular training opportunities for DER's and SUPERVISORS and ensure SAPP training videos are available and updated as needed.
3. Provide organizational binders to assist in the record keeping of the DER for MEMBERS that are subject to Annual Corporation Commission Audits.
4. In the event a specialty test is requested by the DER that requires an LGTC collection, round trip mileage will be charged at the current IRS rate, in addition to the stated specialty test fee.
5. LGTC will make a reasonable attempt to arrange for local specimen collection site, when unable to complete on-site testing.

**MEMBER RESPONSIBILITIES:**

6. MEMBER will appoint a Designated Employer Representative (DER). The DER is responsible for ensuring the MEMBER's Substance Abuse Prevention Program complies with 49 CFR Part 382 and/or 40 O.S. §551 *et seq.*
7. MEMBER will appoint an alternate DER to coordinate random testing in the event the DER is unavailable.

**8. DER RESPONSIBILITIES:**

- a. 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.
- b. Watch LGTC training videos once in a twelve (12) month period.
- c. Register with the U.S. Department of Transportation (DOT) if the MEMBER 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 MEMBER's SAPP is in compliance with all applicable regulations.
- d. Properly classify covered employees as DOT, Non-DOT or Safety Sensitive. Please refer to "Classification" under the Definitions section of this document for additional information.

- e. For purposes of random testing, the MEMBER shall ensure that the random pool list provided to LGTC by the MEMBER meets the definition of safety sensitive as defined in 40 O.S. §554 and 63 O.S. §427.8. 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.
- f. Provide LGTC with a list of employees enrolled in the MEMBER's SAPP upon request for random testing purposes. Employee information should include name, driver's license number and classification. The information should be provided in an Excel spreadsheet.
- g. Establish a testing location that meets the needs of the testing to occur (urine sampling and/or breath analysis).
- h. 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.

#### **9. SUPERVISOR RESPONSIBILITIES:**

- a. Annually, attend *Recognizing Substance Abuse in the Workplace* training.
10. The Program is offered by LGTC as a service to its members, but responsibility for compliance with State and Federal law and regulations remains with the MEMBER.

#### **FEES:**

11. MEMBER will pay to LGTC the fees set out in the attached consortium fee schedule. Fees may be reviewed and revised by LGTC and can be set up on a one pay or two payments per year plan for the Consortium fee, and specialty bills and mileage will be invoiced after service is provided.

#### **AGREEMENT PERIOD:**

12. This Agreement shall remain in force and in effect until terminated by one of the parties or until such time as federal regulations under which this agreement is executed are no longer applicable.

#### **CANCELLATION OF MEMBERSHIP:**

13. LGTC or the MEMBER may terminate this agreement with a ninety (90) day written notice, due to, but not limited to, failure to pay the required fees or failure to comply with the provisions of the Program or the Regulations.
14. Failure to comply with the requirements of this agreement will result in the MEMBER's removal from the testing pool and program.

WITNESS this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MEMBER

LOCAL GOVERNMENT  
TESTING CONSORTIUM

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### Consortium Fee Schedule

The following fees apply for services performed under the LGTC Consortium Member Agreement.

1. **Initial Fee.** Each new MEMBER is assessed a setup fee of one hundred dollars (\$100) for the initial program year.
2. **Random Drug and Alcohol Testing Fee.** A random drug and alcohol testing fee of forty-five dollars (\$45) per program year is assessed for each covered employee subject to random drug and alcohol testing. This covers local collection by LGTC as well as testing.
3. **Additional Drug Testing Fee.** A fee of fifty dollars (\$50) is assessed for each specialty test (i.e. pre-employment, post-accident, reasonable suspicion, return to duty and follow-up drug test).
4. **Mileage.** In the event a specialty test is requested by the MEMBER that requires an LGTC collection, round trip mileage will be charged at the current IRS rate, in addition to the stated specialty test fee.

# Registration Form

## Local Government Testing Consortium (LGTC)

Name of Entity: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Chief Executive Officer: \_\_\_\_\_

Chief Financial Officer: \_\_\_\_\_

Persons to contact when employees are scheduled for drug/alcohol testing and to receive results:

**Primary** Designated Employer Representative (DER): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_ @ \_\_\_\_\_ Secure: Yes or No

Contact Fax: \_\_\_\_\_ Secure: Yes or No

Person to contact when Primary DER is not available:

**Alternate** Designated Employer Representative (DER): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_ @ \_\_\_\_\_ Secure: Yes or No

Alternate Contact Fax: \_\_\_\_\_ Secure: Yes or No

Allowed to Receive Results: \_\_\_\_\_ Yes or No