



Northland Occupational Health & DOT Compliance
7533 Sunwood Drive NW, Suite 212
Ramsey, MN 55303

Phone: 763-600-6664 | Fax 866-726-3973

Random Drug & Alcohol Consortium Service Agreement

This Agreement is made on **January 1, 2024** by and between Northland Occupational Health & DOT Compliance (“Northland”) located at 7533 Sunwood Dr. NW Suite 212, Ramsey, MN 55303, a FMCSA Certified Medical Examination site (Registry #: 9397605920) and; ____ City of St. Francis ____

with a business address of _____ hereby referred to as “Member.”

Services

Northland will provide federally mandated random drug and alcohol testing following all federal DOT regulations.

Laboratory Analysis

Samples will be couriered daily and tested by a SAMHSA approved and regulated laboratory. Negative test results will be available within 24 hours and positive results will be returned following Medical Review Officer (MRO) review per DOT protocol. The laboratory will store all positive samples for one year.

Positive Result

All positive results will be reviewed by the MRO and all follow-up contact will be made with the Employee. The purpose of this follow-up is to determine the presence of legal medications. Confirmation will be made with the prescribing physician prior to clearing a positive result.

Result Reporting

Negative results will be communicated to the Member by secure fax, email or USPS within 24 hours. Positive results will require review by the MRO which may take up to five days. Positive results will be communicated by telephone to the Member representative as soon as confirmed with written confirmation by fax, email or USPS.

Collection Protocol

All collections, other than the exceptions listed below for observed collections, will afford the Employee full privacy and dignity. Collections may take place at Northland or the Member’s business. Standard urine collections meet all DOT requirements and follows DOT regulations.

Observed collections are permitted under the following conditions:

1. Written protocol with the Member that includes written disclosure to the employee that is acknowledged by the Employee's signature.
2. The DER will be contacted for concurrence prior to the collection.
3. The Employee will not be permitted to leave the collection site until the collection is complete. If the Employee chooses to leave before the collection is complete, it is considered a Refusal to Test and is reportable to the Department of Transportation.]
4. An observer of the same sex will be used at all times.

Cause for observed collections are: adulterated sample, out of range temperature, Member request due to suspected adulterations of previous samples or the Member suspects an attempt will be made to adulterate the current sample.

All Northland collectors are DOT Certified Breath Alcohol Technicians and ensure conformance to all regulatory statutes and ethical standards.

Member Responsibilities

1. Provide a current list of safety sensitive employees on or before the first Monday of each January, April, July and October;
2. Provide a secure and confidential means for Member to receive test results from Northland;
3. Provide the required training pursuant to DOT regulations;
4. Serve as the primary custodian of testing and personnel records per DOT regulations;
5. Maintain a copy of each test result for existing employees for review and/or in the event of an audit;
6. Require testing of new safety sensitive employees and clear result prior to starting any safety sensitive work;
7. Provide a primary and alternate DER with 24-hour access to these individuals;
8. Provide all test results not generated by Northland to Northland.

It is the Member's responsibility to provide Northland with employee additions or terminations from the group to comply with all applicable DOT regulations related to drug testing and to provide ongoing employee education to the drug testing program. The Member is to apply the drug testing policy in a non-discriminatory manner and participate in ongoing supervisory training to assure compliance with applicable laws and standards.

It is the Member's responsibility to comply with regulations set forth in 49 CFR Part 40. Northland reserves the right to place Member into a non-conforming random selection pool for a probationary period of up to 180 days due to the Member's failure to comply with 49 CFR Part 40 regulations. Should the Member continue to fail to comply, Northland may remove the Member from random selection pools. Removal from random selection pools for any reason may result in immediate notification to the DOT.

Payment Terms

Member agrees to submit payment in full within thirty (30) days of receipt of the billing statement. Unpaid balances over thirty-one (31) days overdue will incur a late payment fee of \$10 along with an APR of 18% on the outstanding balance. If you are charged an annual fee, this must be paid to stay in compliance with the 49 CFR Part 40. Member agrees to pay a NSF fee of \$36 for any dishonored, rejected or returned checks.

Agreement Terms

This agreement will be effective for a full calendar year (January 1 – December 31) and will automatically renew at the beginning of each calendar year. Either party can terminate this agreement in writing with a sixty (60) day notice.

Attorney Fees

Northland shall be entitled to reasonable attorney fees, costs and disbursements in any litigation and appeal brought to enforce, modify, interpret or void the provisions of this agreement.

Substance Abuse Provider Referrals

Northland will provide access to a network of Substance Abuse Providers (SAP) in the Member's area. Member is responsible for making the final determination of whether to refer an employee to a SAP or terminate the employee for a positive test result. If Member refers an employee to a SAP, Member will ensure that the employee will immediately cease any safety sensitive duties, tasks and/or responsibilities prior to SAP approval.

Confidentiality

Northland acknowledges that its employees may, in the course of performing services identified in this agreement, be exposed to or acquire information that is proprietary or confidential to the Member, its affiliates, subsidiaries, investors or to a third party to whom the Member has contractual or other obligations of confidentiality. Any and all non-public information of any form obtained by Northland employees shall be deemed confidential and proprietary information. Northland agrees to hold all data and information in strict confidence.

FMCSA Clearinghouse

Member agrees to perform all FMCSA Clearinghouse requirements of carries employing DOT regulated drivers. Northland does not perform the required queries of new drivers or perform the required annual partial queries on existing employees of the above-mentioned Member.

Member Contact Information

Business Name:

USDOT #:

Driver Name(if o/o):

DL#(if o/o):

Address:

Phone:

Secure Fax:

Email:

Primary DER Name:

DER Phone:

DER Fax:

DER Email:

Alternate DER Name:

The undersigned understands and agrees to the terms in services as outlined in this service agreement:

Member Signature

Date

Northland Occupational Health & DOT Compliance
7533 Sunwood Drive, Suite 212
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Date



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