



TO: Interested Parties

FROM: Deborah Miner
Director of Administration & Finance
LGTC Program Administrator

SUBJECT: Federal DOT & Non-DOT Drug/Alcohol Testing Rules

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 CFR.

In an effort to develop a program that would assist our clients in meeting the above mentioned laws and rules, we performed extensive research to assure that our program could fulfill those requirements and function in an affordable manner. We've been able to do this by combining cities, schools, counties and several privately owned companies into a large consortium. Our program assists those entities in meeting the DOT requirements, all the while saving them between one-third and one-half of the cost of other testing programs. We are able to provide this service at a minimal cost to our clients because of "**economies of scale**", meaning the cost advantages obtained due to the size of the consortium are shared by all entities thus decreasing the cost per test as our consortium pool increases.

Some of the benefits to your entity as a member of the Local Government Testing Consortium (LGTC), are as follows:

1. Random test generation and administration
2. Sample policies for implementation
3. Materials and/or digital media for required supervisor training
4. On-Site collection of specimens for drug testing
5. On-Site testing for alcohol
6. Online result reports available as well as report of any violations
7. Medical Review Officer review of any sample that is positive for drug use
8. All Inclusive, semi-annual, post service invoicing
9. After hours emergency response, if necessary
10. Invitations to regional periodic crucial trainings for strategies in successfully dealing with on-the-job drug & alcohol abuse

As a member of the consortium, your entity will be responsible for the following:

1. Adopt a drug/alcohol policy within State and Federal law and DOT and/or Non-DOT guidelines (we can provide a sample policy)
2. Provide supervisors with training on implementation of drug/alcohol programs
3. Have affected employees in a randomly selected drug testing pool from which 50% of employees will be selected for drug testing and 10%---25% of affected employees will be selected for alcohol testing.

LOCAL GOVERNMENT TESTING CONSORTIUM
SUBSTANCE ABUSE PREVENTION PROGRAM
COMMERCIAL DRIVERS

Consortium Member Agreement

This agreement is entered into this _____ day of _____, 20____, between the Local Government Testing Consortium (LGTC) and _____
_____(Employer/Contractor).

LGTC and the Employer/Contractor agree as follows:

1. All parties to this agreement will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing at 40 O.S. § 551 *et seq.*
2. In order 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 Employer/Contractor will adopt LGTC's "Substance Abuse Prevention Program for Commercial Drivers" (Program).
3. 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 Employer/Contractor.
4. LGTC will perform all duties necessary in the operation of the consortium, including arranging for services of a DHHS-certified drug testing laboratory and a Medical Review Officer (MRO).
5. The Employer/Contractor will comply with all elements of the LGTC Program and with all applicable provisions of the State and Federal law and Regulations.
6. A Program Year is designated as a calendar year, January through December.
7. The Employer/Contractor, as appropriate, will pay to LGTC the fees set out in the fee schedule. The fees set out in the fee schedule will remain in effect through December 31st of the current program year and may be reviewed on an annual basis.
8. LGTC will make a reasonable attempt to arrange for local specimen collection site, when unable to complete on-site testing.
9. The Employer/Contractor will provide to LGTC upon entering the consortium the name and drivers license number of each employee subject to drug and alcohol testing under the Program.
10. The Employer/Contractor will provide timely notification to LGTC of the name and driver license number of each new employee covered by the Program. The

employer will provide timely notification to LGTC when an employee is terminated or otherwise no longer subject to drug testing under the Program.

11. 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.

12. The Employer/Contractor may terminate this agreement at the conclusion of a Program year by providing written notice of termination to LGTC at least thirty (30) days prior to the commencement of the new program year.

13. LGTC or the Employer/Contractor may terminate this agreement upon ninety (90) days written notice of good cause, including failure to pay the required fees or failure to comply with the provisions of the Program or the Regulations.

WITNESS this _____ day of _____, 20__.

Employer/Contractor

Signature

Title

Date

LOCAL GOVERNMENT
TESTING CONSORTIUM



Signature

Title

Date

LOCAL GOVERNMENT TESTING CONSORTIUM
SUBSTANCE ABUSE PREVENTION PROGRAM
COMMERCIAL DRIVERS

**Consortium Member Agreement
Fee Schedule**

The following fees apply for services performed under the LGTC Substance Abuse Prevention Program

1. **Initial Fee.** Each participating employer or independently participating contract 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 thirty-seven dollars and fifty cents (\$37.50) 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 forty-five dollars (\$45) is assessed for each pre-employment, post accident, reasonable suspicion, and return to duty or follow-up drug test.
4. **Alcohol Testing.** The consortium will give notice of random alcohol testing in conjunction with random drug testing. No additional fee is required for the notice and record keeping. However, in order to generate records of alcohol testing required by federal rules, the results of alcohol tests must be reported to the consortium by fax or mail.

Local Government Testing Consortium

L.G.T.C

Name of Entity: _____

Address: _____

Telephone: _____

What clinic do you use for pre-employment testing? _____ Location: _____

Contact at clinic (if any): _____ Number: _____

Does your pre-employment clinic do breathe alcohol testing? **Yes or No**

Please fill out the Designated Employee Representative (DER) to contact when employees are to be sent for drug/alcohol testing. When the first DER is unavailable we will contact the next person on the list.

#1 Required	Name:
	Phone Number:
	Alt. Number:
	Email: Secure: Yes or No
#2 Required	Name:
	Phone Number:
	Alt. Number:
	Email: Secure: Yes or No
#3 Optional	Name:
	Phone Number:
	Alt. Number:
	Email: Secure: Yes or No

Chief Executive Officer: _____

Signature

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