



This Service and Price agreement is entered into by and between Alcohol and Drug Testing Inc (ADTI), an Oklahoma Corporation and \_\_\_\_\_ in \_\_\_\_\_ County, Oklahoma (Client) to set forth the terms and provisions under which ADTI shall provide drug and alcohol testing services for the Client. In consideration of the mutual promises, covenants, and agreements set forth below, the adequacy of which are acknowledged, ADTI and the Client agree as follows:

49 CFR Part 40 states that, "All agreements, written or unwritten, between and among employers and service agents concerning the implementation of DOT drug and alcohol testing requirements are deemed, as a matter of law, to require compliance with all applicable provisions of Part 40 and DOT agency drug and alcohol testing regulations. Compliance with these provisions is a material term of all such agreements and arrangements."

### **D.O.T. and STATE CERTIFICATION**

ADTI adheres to all personnel, equipment and technical procedures required for Department of Transportation (DOT) certification. ADTI's personnel are all trained as Breath alcohol Technicians (BAT) and Certified Professional Collectors as set forth in CFR Part 40 and the Oklahoma Drug Free Workplace Act. All collectors are also nationally certified by the Drug and Alcohol Testing Industry Association (DATIA). Labs, MRO's and any contractors utilized by ADTI will be certified as per federal and state regulations.

### **METHOD OF TESTING**

Alcohol testing will be conducted using an approved breath alcohol testing device. These testing devices are listed on DOT's Conforming products list. Confirmation testing will be conducted on any individual with a breath alcohol result of 0.02 and above on their screen test. Testing of individuals for prohibited controlled substances will be accomplished through urine collections. The substances tested for and laboratory utilized will comply with all rules and regulations set forth in CFR 49 Part 40 and the Oklahoma Drug Free Workplace Act.

### **LOCATION OF TESTING**

All testing and collections will be conducted at a site agreed upon by ADTI and the Client. All locations must be able to meet DOT and State guidelines.

### **COMMUNICATION OF TEST RESULTS**

ADTI will communicate all test results and interpretations of samples to the Designated Employer Representative (DER) in writing, by fax or through e-mail. ADTI will retain a signed list of Client's DERs at

our offices. Any written report of test results or interpretations shall be forwarded to the authorized DER via first class mail with "CONFIDENTIAL" stamped on the outer envelope. All DERs must designate a password on the DER form for identification before giving results and names of individuals to be tested over the phone, this is required by DOT

## **SUPPLIES**

Prices for the necessary supplies for the testing conducted are included in the prices charged to the Client.

## **LITIGATION SUPPORT**

If any governmental investigation, administrative proceeding or lawsuit is brought against said Client arising from or related to the testing performed by ADTI under this agreement, ADTI will provide administrative support to said Client in defense of any such investigation, proceeding or lawsuit. Such support shall include, but is not limited to, documentation of testing procedures and certified copies of test results. ADTI will also provide expert technical testimony for an additional cost.

## **NOTICE OF CLAIMS/LITIGATION**

The Client and ADTI agree to notify each other within three (3) business days of receipt of notice of any investigation, administrative proceeding, claim, demand or lawsuit arising from or related to any alcohol testing or collections performed by ADTI for the Client pursuant to this agreement. Each party shall provide full cooperation to the other party at all times during the pending of any such matter.

## **STATISTICAL REPORTS**

ADTI will provide statistical reports from the testing lab by July 31 and January 31 of each year of this contract. Additional reports can be provided at the request of the Client with an additional processing fee charged.

## **RULES AND REGULATIONS**

By law, CFR 49 Part 40, only certain services can be legally provided by ADTI. Adherence to all federal and state rules and regulations are the ultimate responsibility of the Client. As a service agent, unless expressly permitted, ADTI can only act as an adviser on actions to be taken by the Client.

## **PAYMENT TERMS**

The Client's payment will be due thirty (30) days following the date of the invoice. If payment is late there will be a \$10 fee added for every 30 days late.

## **DURATION OF AGREEMENT**

This agreement shall continue in from July 1, 2022 until June 30, 2023 and shall be deemed renewed upon the same terms and conditions unless either party advises the other of their intent not to renew. Notice of non-renewal shall be given in writing on letterhead prior to June 01 of each year.

## **PRICING**

ADTI agrees to keep the pricing held forth by this agreement firm for the duration. This agreement and the interpretation and enforcement thereof shall be governed by the laws of the state of Oklahoma.

On-Site Drug Testing                      \$59.00

On-Site Alcohol Testing                      \$39.00

Mileage Fee                                  \$00.30 per mile

\*There is no annual fee charged.

This Contract sets forth the entire Agreement between ADTI and said Client with respect to the services set forth herein. If any term or provision of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall nevertheless continue in full force and effect. Any amendment or modification made to this Agreement must be set forth in writing and signed by both parties hereto.

ACCEPTED BY: \_\_\_\_\_  
(PRINT NAME) (SIGNATURE)

TITLE: \_\_\_\_\_  
(fax)

COMPANY NAME: \_\_\_\_\_  
(PHONE)

COMPANY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

# **DESIGNATED EMPLOYEE REPRESENTATIVE**

CLIENT NAME: \_\_\_\_\_

The below listed person(s) is designated as the Employee Representative (DER) for our company. The DER will be the contact person for scheduling of testing by phone and to receive all test results via email. Each DER will also need to provide a password for identification when notified by phone. ***THIS PERSON SHOULD NOT BE ON THE RANDOM DRUG TESTING LIST.***

## **DER to Schedule Random/Receive Results**

PRINT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

## **Billing Information**

PRINT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_