

# Consortium Member Agreement

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between the MMUA Drug and Alcohol Testing Consortium (The Consortium) and \_\_\_\_\_  
\_\_\_\_\_(Employer/Contractor).

The Consortium and the Employer/Contractor agree as follows:

1. In order to comply with the requirements for alcohol and controlled substances testing programs for commercial drivers as set out at 49 CFR Part 40 and Part 382 (the Regulations), the Employer/Contractor will adopt The Consortium's "Substance Abuse Prevention Program for Commercial Drivers" (Program).

2. The Program is offered by The Consortium as a service to its members, but responsibility for compliance with the Regulations remains with the Employer/Contractor.

3. The Consortium will administer the Program as a consortium. Membership in The Consortium will be open to all municipal employees in Minnesota Municipal Utilities Association member cities, contractors who regularly perform work for these cities and other governmental entities, and certain MMUA employees.

4. The Consortium will perform all duties necessary in the operation of The Consortium, including arranging for the 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 Consortium Program and with all applicable provisions of the Regulations.

6. The Employer/Contractor, as appropriate, will pay to The Consortium the fees set out in the attached Fee Schedule [Attachment "A"]. The Fee Schedule is subject to periodic amendment as set out in Paragraph Seven.

7. The fees set out at Attachment "A" will remain in effect through Dec. 31, 2019, except that drug testing fees for tests other than random may be amended during the program, if fees charged to The Consortium have increased by more than 10 percent. The amount of such increase will not exceed the increase in the drug testing fees.

8. The Consortium will make a reasonable attempt to arrange for a local specimen collection site. However, collection site fees will be billed by the site directly to the Employer/Contractor and are the responsibility of the Employer/Contractor, as appropriate. The Consortium will work with the Employer in identifying alternative collection sites that may be more convenient or cost effective.

9. The Employer/Contractor will provide to The Consortium upon entering The Consortium the name of each employee subject to drug and alcohol testing under the Program.

10. The Employer/Contractor will provide timely notification to The Consortium of the name of each new employee covered by the program. The Employer/Contractor will provide timely notification to The Consortium 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 the 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 The Consortium at least thirty days prior to the commencement of the new program year.

13. The Consortium or the Employer/Contractor may terminate this agreement upon 90 days written notice for 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

DRUG AND ALCOHOL  
TESTING CONSORTIUM

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## Consortium Member Agreement Fee Schedule

The following fees apply for MMUA Drug and Alcohol Testing Consortium services. The program year commences on January 1 of each calendar year.

1. **Initial Fee.** Each participating employer or independently participating contractor is assessed an initial fee of fifty dollars (\$50). Contractors whose employees participate as part of a member's substance abuse prevention program are not assessed the annual fee. Contractors who join the Consortium as an independent entity are assessed the annual fee.
2. **Random Drug Testing Fee.** A random drug testing fee of \$31.00 per program year is assessed for each covered employee subject to random drug testing. The Random Drug Testing Fee is assessed for subsequent years of employment.
3. **Additional Drug Testing Fee.** A fee of \$37.50 is assessed for each pre-employment, post accident, reasonable suspicion, return to duty or follow-up drug test.
4. **Alcohol Testing.** The Consortium's selected vendor will give notice of random alcohol testing in conjunction with random drug testing. Consortium members must communicate back to the Consortium Third Party Administrator all alcohol test results.

**Not included** in this fee schedule are the services performed by local sites, which collect the urine specimen for drug testing, complete the required chain of custody form, and forward the specimen to the lab in a post-paid overnight package. Nor does the fee schedule include local services conducted by the employer, at a collection site, or by a cooperating law enforcement agency. Collection and breath testing fees are set by each collection agency, and are separately billed by the collection agency to the participating member or contractor. Additional charges may also apply to extra copies of printed materials and for workshop registration.