



TEAM

CLIENT SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into this 1st day of July, 2024 (the "Effective Date") by and between City of Broken Arrow and TEAM Professional Services, Inc. ("TEAM"), who agrees to provide the following services in conformity with applicable federal and state laws and regulations, as Third-Party Administrator ("TPA") of City of Broken Arrow drug and alcohol testing and pre-hire screening program:

- (1) Random selection of employees segregated by authority under which testing is authorized as required by state and/or federal laws and regulations and company policy. The random selection process and testing of individuals selected shall be accomplished on a monthly basis from rosters furnished by Client. These rosters will include all current and newly hired employees. As to such rosters, all Client employees will be identified by name and employee identification number. All information pertaining to Client employees shall be deemed to constitute PII as defined below. For the selection of individuals for random testing, in compliance with federal regulations or state law as applicable, TEAM agrees to use a scientifically valid method wherein each individual within a testing pool shall have an equal chance of being tested each time selections are made from that pool, regardless of the individual's assigned work schedule or work location. Prior to the random testing each month, TEAM agrees to provide Client Designated Employer Representative ("DER") a listing, by pool and location, of all individuals selected for random testing. Client reserves the right, upon reasonable notice to TEAM, to make the selection of individuals for random testing in a manner stated above, should Client so desire. TEAM shall create and manage the following random testing pools as designated by Company.
- (2) Selection and provision of services of Medical Review Officer ("MRO") for review of drug tests as required by state and federal law.
- (3) Securing of collection services utilizing certified collection personnel and collection procedures and protocols in conformity with applicable federal and state law for all testing mandated and/or required under DOT or other federal regulations or company policy. Securing of collection services shall include setting up any additional collection services needed with any future acquisitions in sufficient time to ensure no interruption in availability of certified collection services. Every effort will be expended to locate and utilize collection facilities offering occupational medical services. TEAM shall notify collection facilities, in writing, of the need to confidentially maintain the reason for which an individual is being tested and to only disclose such information to others with a need to know the information, or as otherwise authorized by law. TEAM agrees to be responsible for maintaining appropriate contracts with collection facilities, which will include appropriate billing and collections provisions specifying that TEAM is to be invoiced for services performed by collection facilities in connection with drug and/or alcohol testing.
- (4) Supervisor training when requested by Client, which meets requirements of federal and state law.
- (5) Compilation of statistical information required by federal and/ or state law and submission and retention of same for examination by federal and state agencies. The Management Information System



report required by DOT shall be submitted in draft to Client DER at least thirty (30) days prior to the report filing deadline. TEAM shall also prepare and/or transmit to Client DER statistical summaries required by law or received by TEAM, in the form and within the time prescribed therein.

(6) Testing for alcohol using only DOT mandated breath alcohol testing procedures with equipment meeting DOT standards and trained alcohol technicians resulting in an Evidentiary Breath Test as defined by DOT.

(7) Laboratory testing services through laboratories authorized by federal and state law to provide DOT testing conforming with DOT and state requirements. TEAM shall also follow the requirements set forth in 49 C.F.R. § 40.103 with respect to the submission of blind specimens to laboratories.

(8) Performance of drug and alcohol testing of both DOT and NON-DOT employees as required under applicable law and Client's needs and requirements per Appendix A – Testing Panels. NON-DOT testing may be for additional substances as permitted by applicable law and/or company policy.

(9) TEAM will assist in locating and setting up appropriate points to conduct post-accident testing required and/or authorized by federal and state law. TEAM shall develop a post-accident testing program to assist Client in complying with applicable federal and state post-accident testing requirements and procedures.

(10) Audit assistance in the event that Client is audited by any governmental agency or customer of Client. Audit services shall also be provided at the discretion of Client to conduct field audits of collection services, the compliance posture of acquisition targets and/or compliance posture of Client's contractors. This would not be done unless and until the audit and/or travel is approved by Client in advance of the trip and a mutual decision regarding the necessity of the audit is reached.

(11) Responsibility for transmission of drug and alcohol testing information and history required by federal regulations when requested by subsequent employers of employees subject to this Agreement.

(12) TEAM will notify Client DER, as soon as possible under the given circumstances, of drug tests verified positive by the MRO, of any post-accident testing being conducted, and of any reasonable suspicion testing being conducted.

(13) TEAM will provide Client DER, and other designated personnel, with access to a CLIENT web page maintained as a part of TEAM's web page. This online access, via secured pass code designation, will be used to disseminate important drug testing program information. This will include, but not be limited to, location of existing collection sites (complete with map and driving directions), as well as access to negative test results on CLIENT pre-employment tests.

Terms and Conditions

Independent Contractors. Contractor is an independent contractor of Client. Neither party shall bind or attempt to bind the other without written consent. Each party is responsible for the acts and omissions

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of itself, its employees and representatives. TEAM shall indemnify and save Client, its owners, officers, directors and employees, harmless from all liabilities, damages and costs (including reasonable attorney fees) to the extent resulting from any act or omission made by itself, its employees or representatives.

Contractor. Contractor will undertake to provide the services herein with reasonable dispatch, diligence and care with the objective of assisting Client in the furtherance of its drug and alcohol testing program. Contractor represents and warrants that the results of the services will provide correct and accurate results and that Contractor will provide accurate and correct reports of such results; however, Contractor cannot and does not represent that its studies, reports and other activities will reveal the total amount and/or extent of employee and/or company drug use, or injury producing conditions, including substance abuse by individual employees or the company as a whole.'

Protection of Personally Identifiable Information (PII). "PII" means information relating to an identified or identifiable natural person that Client provides to Contractor or that Contractor otherwise acquires from or on behalf of Client in connection with the provision of services under this Agreement, whether in written, oral, electronic, or other form, and any copies thereof. An identifiable person is a person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Contractor shall use PII only for performing the services covered by this Agreement and shall only reproduce and disclose PII to the extent necessary for these purposes. Contractor will implement and maintain appropriate administrative, technical, and physical safeguards to (i) ensure the security and confidentiality of PII; (ii) protect against anticipated threats or hazards to the security or integrity of PII; and (iii) protect against unauthorized access to or use of PII. These safeguards shall include, without limitation, a written information security plan; information access controls that require appropriate authorization, generate audit trails of approvals and require periodic reviews by asset owners; systems protections (e.g., intrusion protection); physical security measures; and a security awareness program, including employee training. Contractor shall limit access to PII solely to its permitted subcontractors and those personnel of Contractor who have a need of such access in connection with the performance of the services under this Agreement, and shall not sell, disclose, release or otherwise make available PII to any other Party. The disclosure of PII shall be limited to the specific information necessary for such subcontractors and personnel to perform the services under this Agreement. Contractor shall inform its personnel with access to PII of the requirements set forth in this Section and shall ensure that such personnel are bound by and comply with such requirements. Contractor will ensure that each subcontractor that has access to PII is bound by and complies with the same obligations as Contractor under this Section.

Term. Contract valid for 1 year commencing on 07-01-2024 with the option to renew annually by Written Agreement for up to 4 years.



Fees. Client agrees to pay to TEAM the service fees for all reports provided by TEAM, as set forth in the Pricing Addendum made part hereof. The prices and rates for the reports do not include any third-party access fees, government surcharges, nor applicable federal, state or local taxes, which are subject to being imposed or changed as to their amount, with or without notice. Client shall be responsible for the payment of any additional access fees, government surcharges. TEAM will invoice Client for any sales or use taxes levied or assessed upon TEAM in connection with TEAM's provision of services and remit to the applicable taxing authority. TEAM will provide to Client, upon request, a schedule of fees and surcharges as they are reported to and/or become available to TEAM.

Force Majeure. If the performance of this Agreement or any obligation hereunder, except payment of monies due, is prevented, restricted or interfered with by reason of fire, or other casualty or accident; strikes or labor disputes; inability to procure raw materials, power or supplies; hurricanes, earth quakes, floods or any acts of God; war or other violence; any law order, proclamation, regulation, ordinance, demand or requirement of any governmental agency or intergovernmental body; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon given notice to the other party, shall be excused by such performance during and to the extent of such prevention, restrictions or interference.

Severability. If any provision of this Agreement is found to be invalid or unenforceable, the enforceability or validity of the remaining provisions shall be unaffected.

Entire Agreement. This Agreement constitutes the entire Agreement among the parties. Any alterations or deviations from the specifications or terms of this Agreement will be affected only by a written amendment executed by both parties.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of Oklahoma.

Assignability. This Agreement shall not be assigned without written consent of the other party, however, consent shall not be unreasonably withheld.



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| TEAM Professional Services, Inc. | Client: |
| Tammy Person | |
| Company Officer | Company Officer |
| Vice President | |
| Title | Title |
| <i>Tammy Person</i> | |
| Signature | Signature |
| 06/05/2024 | |
| Date | Date |

Appendix A – Testing Panels

NON-DOT Drug Testing Panel

| TYPE OF DRUG Initial Test Analyte | INITIAL TEST Cutoff Concentration | CONFIRMATORY TEST Analyte | CONFIRMATORY TEST Cutoff Concentration |
|--------------------------------------|--------------------------------------|--|---|
| 6-AM | 10 ng/mL | 6-AM | 10 ng/mL |
| AMP/MAMP | 500 ng/mL | Amphetamine Methamphetamine | 250 ng/mL 250 ng/mL |
| Barbiturates | 300 ng/mL | Amobarbital Butabarbital Butalbital Pentobarbital Phenobarbital Secobarbital | 200 ng/mL 200 ng/mL 200 ng/mL 200 ng/mL 200 ng/mL 200 ng/mL |
| Benzodiazepines | 300 ng/mL | Alprazolam Diazepam Ethylflurazepam Lorazepam Nordiazepam Oxazepam Temazepam | 200 ng/mL 200 ng/mL 200 ng/mL 200 ng/mL 200 ng/mL 200 ng/mL 200 ng/mL |
| Cocaine | 300 ng/mL | BZE | 100 ng/mL |
| Marijuana | 50 ng/mL | THCA | 15 ng/mL |

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|---|------------|------------------------------------|--|
| Methadone | 300 ng/mL | Methadone EDDP | 200 ng/mL 200 ng/mL |
| Methaqualone | 300 ng/mL | Methaqualone | 200 ng/mL |
| COD/MOR | 2000 ng/mL | Codeine Morphine | 2000 ng/mL 2000 ng/mL |
| OXYC/OXYM | 100 ng/mL | Oxycodone Oxymorphone | 100 ng/mL 100 ng/mL |
| Propoxyphene | 300 ng/mL | Propoxyphene | 200 ng/mL |
| Phencyclidine | 25 ng/mL | Phencyclidine | 25 ng/mL |
| MDMA/MDA | 500 ng/mL | MDA MDMA | 250 ng/mL 250 ng/mL |
| HYC/HYM | 300 ng/mL | Hydrocodone Hydromorphone | 100 ng/mL 100 ng/mL |
| <u>ALL ALCOHOL TESTING METHODS USED:</u> Saliva or breath | | <u>Screen Level</u> .020 | <u>Confirmation Level</u> .040 |

DOT Drug Testing Panel

| TYPE OF DRUG Initial Test Analyte | INITIAL TEST Cutoff Concentration | CONFIRMATORY TEST Analyte | CONFIRMATORY TEST Cutoff Concentration |
|--------------------------------------|--------------------------------------|------------------------------|---|
| Marijuana metabolites | 50 ng/mL | THCA1 | 15 ng/mL |

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|---|------------|--------------------------------|----------------------------------|
| Cocaine metabolites | 150 ng/mL | Benzoyllecgonine | 100 ng/mL |
| Opioid metabolites: | | | |
| Codeine/Morphine | 2000 ng/mL | Codeine Morphine | 2000 ng/mL 2000ng/mL |
| 6-acetylmorphine (6-AM) | 10 ng/mL | 6-acetylmorphine (6-AM) | 10 ng/mL |
| Hydrocodone/Hydromorphone | 300 ng/mL | Hydrocodone Hydromorphone | 100 ng/mL 100 ng/mL |
| Oxycodone/Oxymorphone | 100 ng/mL | Oxycodone Oxymorphone | 100 ng/mL 100 ng/mL |
| Phencyclidine (PCP) | 25 ng/mL | Phencyclidine | 25 ng/mL |
| Amphetamines: | | | |
| AMP/MAMP | 500 ng/mL | Amphetamine Methamphetamine | 250 ng/mL 250 ng/mL |
| MDMA/MDA | 500 ng/mL | MDMA2 MDA3 | 250 ng/mL4 250 ng/mL |
| <u>ALL ALCOHOL TESTING METHODS USED:</u> | | <u>Screen Level</u> | <u>Confirmation Level</u> |
| Saliva or breath | | .020 | .040 |



Appendix B - TEAM Pricing Information

| <u>DRUG/ALCOHOL TESTING SERVICES</u> | | <u>PRICING</u> |
|---|--|---|
| IN-NETWORK (TEAM – Tulsa/OK Offices) DOT URINE DRUG TEST (LAB, COLLECTION, MRO) | | \$42 |
| IN-NETWORK (TEAM – Tulsa/OK Offices) NON-DOT URINE DRUG TEST (LAB, COLLECTION, MRO) | | \$42 |
| IN-NETWORK (Outside TEAM Offices) DOT URINE DRUG TEST (LAB, COLLECTION, MRO) | | \$58 |
| IN-NETWORK (Outside TEAM Offices) NON-DOT URINE DRUG TEST (LAB, COLLECTION, MRO) | | \$58 |
| IN-NETWORK (TEAM – Tulsa/OK Offices) BREATH ALCOHOL TEST | | \$25 |
| IN-NETWORK (Outside TEAM Offices) BREATH ALCOHOL TEST | | \$40 |
| IN-NETWORK (TEAM – Tulsa/OK Offices) RAPID 10 PANEL DRUG TEST | | \$30 |
| IN-NETWORK (Outside TEAM Offices) RAPID 10 PANEL DRUG TEST | | \$40 |
| <u>OCCUPATIONAL SERVICES</u> | | <u>PRICING</u> (Average rate by clinic and subject to change) |
| DOT PHYSICAL (TEAM – Tulsa/OK Offices) | | \$65 |
| NON-DOT PHYSICAL (TEAM – Tulsa/OK Offices) | | \$65 |
| DOT PHYSICAL (Outside TEAM Offices) | | COST + \$20 |
| NON-DOT PHYSICAL (Outside TEAM Offices) | | COST + \$20 |
| <u>OTHER SERVICES</u> | | <u>PRICING</u> |
| MILEAGE | | \$.60/mile |
| IN-OFFICE AFTER HOURS FEE (TEAM – Tulsa/OK Offices) | | \$75 |
| ONSITE AFTER HOURS FEE (TEAM – Tulsa/OK Offices) | | \$250 |
| AFTER HOURS CALL OUT (Outside TEAM Offices) | | \$50 + CLINIC COSTS |
| <u>TRAINING SERVICES</u> | | <u>PRICING</u> |
| DOT/NON REASONABLE SUSPICION TRAINING | | \$49 |



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|---|----------------|
| DOT DRUG AND ALCOHOL EMPLOYEE AWARENESS TRAINING | \$20 |
| DER DRUG AND ALCOHOL TRAINING | \$49 |
| <u>DRIVER QUALIFICATION SERVICES</u> | <u>PRICING</u> |
| DQF SETUP FEE (PER INITIAL FILE) – INCLUDING USER SETUPS & TRAINING, INITIAL CREATION OF DRIVER FILES VIA UPLOAD AND DOCUMENT TRANSFERS | \$5/FILE |
| MONTHLY ACTIVE FILE FEE | \$2.50/FILE |
| MONTHLY INACTIVE FILE FEE | \$1.25/FILE |
| <u>ADMINISTRATION SERVICES</u> | <u>PRICING</u> |
| ONE-TIME SET UP FEE | \$35 |