TULSA DEVELOPMENT AUTHORITY
DRUG-FREE WORKPLACE PROGRAM

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TULSA DEVELOPMENT AUTHORITY

DRUG-FREE WORKPLACE PROGRAM

SECTION A.
STATEMENT OF NEED FOR PROGRAM

Federal and state laws obligate Tulsa Development Authority ("TDA"), to provide its Employees with a safe workplace. Employees under the influence of drugs or alcohol endanger not only their own health and safety, but that of other employees. Therefore, TDA has an obligation to provide an environment in which employees work with persons free from the effects of drugs and alcohol.

In addition to its responsibility to provide a safe workplace, TDA has a legal obligation to make every effort to protect the safety of the general public affected by TDA's work. TDA's integrity and achieving its mission are totally dependent upon its success in meeting these obligations.

The above responsibilities and legal obligations cannot be fulfilled without a safe, healthy workforce free from the influence of drugs and alcohol abuse. Therefore, TDA must have a Drug Free Workplace Program ("DFWP").

SECTION B.
SCOPE

This DFWP applies to every employee at TDA. This DFWP applies to all TDA premises, including the Corporate Offices, all other TDA facilities, all work locations of clients where any TDA employee conducts any business, and all places of lodging paid by TDA for its employees (collectively referred to herein as “TDA premises”). This DFWP also covers all TDA subcontractors and invitees on TDA premises. Such TDA subcontractors and invitees shall be referred to herein as "covered persons."

SECTION C.
COMPANY'S DFWP POLICY

GENERAL

It is TDA's Policy to maintain a drug and alcohol-free workplace and prohibit the possession of drugs, alcohol, and drug paraphernalia. TDA will strictly enforce this Policy effective immediately through this DFWP.

DRUGS

TDA prohibits the following conduct at all times, on or off duty, on or off TDA premises:

a. Illegal manufacturing, distributing, dispensing, possessing, selling or using any controlled substance (drug).
b. Abuse of legally prescribed or over-the-counter drugs including but not limited to distributing, dispensing, abusive use or selling.

**ALCOHOL**

TDA prohibits the following conduct, at all times, in all personal vehicles on company business, in all company vehicles and on TDA's premises:

a. Manufacturing, distributing, dispensing, possessing, selling or using alcohol or intoxicating beverages.

b. Alcoholic beverages shall not be served or consumed at any TDA business or social function, on or off TDA's premises, without prior approval of the appropriate senior officer of TDA as designated by TDA's President. Unless previously designated, no social gathering by and among TDA employees shall be construed as sanctioned by or otherwise affiliated with TDA.

**REPORT USE OF LEGAL DRUGS**

TDA requires that the use of prescription and/or non-prescription drugs that could impair job performance be reported to supervision or human resources.

**LAW ENFORCEMENT**

TDA will cooperate with law enforcement agencies in the investigation of any employee suspected of possession, use or trafficking in controlled substances, or inappropriate or illegal use of alcohol.

**SECTION D. DRUG-FREE WORKPLACE COMMITMENT**

As a condition of new and continued employment with TDA, all applicants/employees must commit to the following requirements:

1. Certify in writing receipt, understanding, and willingness to abide by the DFWP.

2. Give a written, continuing consent (as required by TDA), after a conditional offer of employment has been extended, authorizing the collection of urine, breath, blood, hair and saliva specimen(s) from the employee for the purpose of performing testing of urine, breath, blood, hair and saliva specimen(s) to detect specified levels of drugs and/or alcohol;

3. Submission to any drug/alcohol testing, under the terms and conditions imposed by TDA and stated in this DFWP, throughout the employment relationship;
4. Give a written, continuing consent to authorize the testing facility to release all test results and conclusions to a medical review officer and TDA;

5. Immediately notify the TDA Drug Program Coordinator of any arrest, charge or conviction for violating a state or federal criminal drug or alcohol statute, including a plea of guilty or no contest \textit{(nolo contendere)}. Written notice must be submitted to a supervisor or another member of management within five calendar days of the initial arrest and each subsequent event mentioned in this section, relating to the initial arrest. Failure to submit this notice to the appropriate person within five days will subject the employee to termination.

6. Give a written, continuing consent to an inspection upon request by TDA under Section I in this DFWP; and

7. Acknowledge in writing that the failure to comply with any of the above requirements, or that the revocation of any authorization required by this DFWP subjects the employee to termination of employment.

8. Give TDA a written authorization to release the results of any drug/alcohol test in any claim for unemployment benefits, claim for workers’ compensation benefits, or in any other legal proceeding filed by the applicant/employee.

\textbf{SECTION E. REPORT OBLIGATION}

As a condition of new and continued employment with TDA, all applicants and employees must immediately notify the TDA Drug Program Coordinator of any arrest, charge or conviction for violating a state or federal criminal law related to drugs or alcohol. This includes a plea of guilty or no contest \textit{(nolo contendere)}. Written notice must also be submitted within five (5) calendar days of the initial arrest and each subsequent event mentioned in this section which is related to the initial arrest. Failure to submit this notice to the appropriate person within five (5) days will subject an employee to termination and will remove an applicant from employment consideration.

Any TDA employee who has knowledge of any conduct prohibited by or in violation of this DFWP, is required to immediately and fully report the matter to his or her direct supervisor or any other member of management. Failure to report prohibited conduct or a violation, known or suspected, constitutes a violation of this DFWP and will subject the employee to discharge.

\textbf{SECTION F. DRUG AND/OR ALCOHOL TESTING}

\textbf{DRUGS TESTED}

As a condition of new or continuing employment applicants/employee may be required to submit to testing which will be evaluated for the presence of any controlled substance (drug). All testing will be conducted on a carefully monitored and controlled basis by a drug/alcohol testing
laboratory to insure accuracy and integrity. TDA will test for drugs and alcohol.

**BODY SPECIMEN. COLLECTION FACILITIES AND TESTING LABORATORIES**

The facilities collecting and laboratories testing urine, breath, blood, hair and saliva specimen will be selected by TDA. The selection of the collection facilities and testing laboratories will be based on accuracy, chain of custody, control procedures, and confidentiality.

**CONDITIONAL HIRE TESTING**

All applicants who receive a conditional offer of employment for a particular job classification may be required to undergo drug or alcohol testing, provided such does not violate the Americans with Disabilities Act ("ADA") or applicable state law. An applicant who declines to comply with or meet any of the conditions of this DFWP is considered to have voluntarily withdrawn his/her employment application.

**REASONABLE SUSPICION TESTING**

TDA will subject an employee to drug and/or alcohol testing at any time it reasonably believes that the employee may be under the influence of drugs or alcohol. The reasons for such testing may be based upon, but not limited to, the following circumstances:

1. drugs or alcohol on or about the employee’s person or in the employee’s vicinity;
2. conduct on the employee’s part that suggests impairment or influence of drugs or alcohol
3. a report of drug or alcohol use while at work or on duty;
4. information that an employee has tampered with a drug or alcohol test at any time;
5. negative performance patterns or
6. excessive or unexplained absenteeism or tardiness.

**POST ACCIDENT TESTING**

TDA may require an employee to undergo drug and/or alcohol testing if the employee is involved in an accident wherein the employee, or another person, sustains an injury while at work, or the property of TDA has been damaged.

**RANDOM TESTING**

TDA may require an employee or all members of an employment classification or group to undergo drug and/or alcohol testing on a random selection basis.
SCHEDULED, PERIODIC TESTING

Mandatory periodic testing will be performed for all members of an employment classification or group at such times as TDA deems appropriate. A drug/alcohol test will be performed as a routine part of each routinely scheduled employee-fitness-for-duty medical examination.

POST-REHABILITATION TESTING

TDA requires an employee to undergo random drug or alcohol testing, without prior notice for a period of up to two (2) years commencing with the employee's return to work following participation in a drug or alcohol dependency treatment program under an employee benefit plan.

SECTION G. DISCIPLINE

DRUG/ALCOHOL TESTING

Applicants and employees will be subject to the action below for (a) refusal to sign and provide the three part written consent (collect, test, and report); (b) revocation of such consent; (c) failure or refusal to undergo any testing or inspection, as required by TDA pursuant to this DFWP; (d) submittal of an unqualified or adulterated specimen for testing; (e) substitution of another person's specimen; (f) supplying a specimen for use by another individual; or (g) failing a confirmed drug or alcohol test:

1. Applicant - Application withdrawn from further consideration.

2. Employee (including those hired conditionally) - Employment subject to termination.

All other violations of this DFWP which are not specifically noted above may also result in discharge.

VIOLATION OF DRUG/ALCOHOL STATUTES

If TDA employees and employees of covered persons are arrested for, charged with or convicted of a violation of a federal or state drug or alcohol statute, including a plea of guilty or no contest, for an occurrence on or off TDA premises, they are subject to the following disciplinary action:

1. TDA Employees: Suspension or termination as determined by Management.

2. Employees of Covered Persons: Removed and barred from TDA's premises. A subcontractor's relationship with TDA may be terminated if such a number of subcontractor's employees have been arrested, charged or convicted of violations of criminal drug or alcohol statutes as to indicate that the subcontractor has failed to provide a drug free workforce.
FAILURE TO REPORT

Any employee failing to properly and timely notify the appropriate TDA personnel of a criminal alcohol or drug arrest, charge, or conviction will be subject to termination and barred from entering TDA premises.

SECTION H.
APPEAL RIGHTS AND PROCEDURES

DRUGS

1. Review of Positive Test by a Medical Review Officer
   a. Any employee with a confirmed positive test for the presence of a controlled substance will be contacted by a Medical Review Officer. If contacted, the employee will be allowed to present medical documentation to explain any permissible use of a drug. All such discussions between the employee and the Medical Review Officer will be confidential, except as set forth below. TDA will not be advised of the test result until the employee contacts the Medical Review Officer or forty-eight (48) hours have lapsed after the employee was asked to contact the Medical Review Officer, except as set forth below. If legitimate medically supportable reasons exist to explain the positive result, the Medical Review Officer will report the test document result to TDA as a negative. If not, the Medical Review Officer will report to TDA the test result as positive and the substance detected; the same shall be reported by TDA to the employee.
   b. An employee who tests positive but does not contact the Medical Review Officer within the required forty-eight (48) hours, will have the opportunity to explain to the Drug Program Coordinator, or designated representative, the reason(s) for not contacting the Medical Review Officer within the prescribed forty-eight (48) hours. At the discretion of the Drug Program Coordinator, or designated representative, the employee may be given the opportunity to then confer with the Medical Review Officer and present medical documentation regarding his/her positive drug test result.

2. Split Specimen Test
   a. Any employee testing positive for a controlled substance (not alcohol) may request that the Medical Review Officer direct the split specimen be sent to another TDA laboratory of the employee's choosing. The employee is responsible for the costs of such testing unless the re-test is negative. In such a case TDA will pay the cost of the re-test. The employee is required to make the request of the Medical Review Officer within 24 hours of
being notified that the initial specimen is positive. If the split specimen test is timely requested by the employee or applicant and the test result is negative (no drugs present in specimen) then TDA will pay the cost of the confirmation test.

b. If the split specimen is reported as negative or "not found" (meaning the drug detected by the initial lab is not detected) then both tests are considered inconclusive.

**ALCOHOL**

1. No medical review of a positive alcohol or split specimen procedure will occur.

2. No medical explanation for a confirmed positive test for alcohol will be accepted.

**CONFIDENTIALITY**

1. All drug and alcohol test results and related information, including, but not limited to interviews, reports, statements and memoranda, will be maintained separate from other personnel records. Such records, including the records of the testing facility, and medical review officer, will remain confidential unless used in any criminal proceeding, civil proceeding, or any administrative proceeding involving the individual tested and/or TDA, or unless such records are released pursuant to a valid court order, subpoena or applicable law.

2. All drug and alcohol tests results and related information described above are TDA property. Upon the written request of the applicant or employee tested all such records will be made available to the applicant or employee for inspection and copying.

3. Drug and alcohol records will not be released by TDA to any person other than the applicant, employee or designated TDA management with a "need to know," unless:
   a. the applicant or employee, in writing, following receipt of the test results, has expressly granted permission for TDA to release such records; or
   b. such records are released pursuant to paragraph 1. above.

**SECTION I. INSPECTIONS FOR ALCOHOL, DRUGS, AND DRUG PARAPHERNALIA**

**RIGHT TO INSPECTION**

To insure commitment to TDA's DFWP, inspections of employees and their property, property under their control and vehicles on TDA premises are authorized.
TDA reserves the right to inspect all persons, including property in their possession, while on TDA premises and any job locations and any TDA vehicles and any vehicle(s) on TDA premises or job locations. This right includes, but is not limited to the inspection of vehicles, packages, purses, lockers, lunch boxes, briefcases, work-stations, tool boxes, desks and personal effects.

AREAS SUBJECT TO INSPECTION

This inspection policy pertains to all TDA premises, which includes all areas and property owned, operated and/or controlled by TDA and all areas or property where TDA or its representatives are performing any service in connection with any contract of TDA.

INSPECTIONS

Inspections are authorized as stated below and subject to disciplinary provisions of TDA:

1. Inspections need not be announced, but may be conducted at any time at the sole discretion of TDA;

2. Inspections may be conducted for any reason, whenever and wherever Certified decides, such decision being at the sole discretion of TDA;

3. Although not a prerequisite to an inspection, written consent may be required from any person entering TDA premises, including job locations and vehicles and may be required from any of TDA's subcontractors, suppliers and their employees, or their subcontractors and/or employees and suppliers;

4. Inspections will be made by at least two management officials or, one management official and a TDA representative or subcontractor;

5. Individuals who are to be inspected will not be touched but will be directed to empty the contents of their clothing and/or remove articles of clothing, such as jackets, for inspection;

6. Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection, but a refusal under this Section I, violates TDA and has the following consequences:
   a. Employees: Subject to termination.
   b. Covered Persons: Constitutes a breach of the consent rendered when entering the premises, or breach of contract, or both, and subjects the person to immediate expulsion from the premises and may result in termination of the contract or work performed by the person and his/her employer.

7. Any actual or look-a-like items prohibited in this DFWP which are found during an inspection may be turned over to law enforcement authorities; and
8. Routine industrial inspection practices, such as gate inspections are not subject to any of the provisions contained in this DFWP and will continue unrestricted at the discretion of TDA.

SECTION J.
POSSESSION OF DRUGS, ALCOHOL, AND DRUG PARAPHERNALIA

Any employee, covered person or individual who has in his/her possession, control or personal effects drug paraphernalia, controlled substances, alcohol, firearms, weapons or stolen property is subject to the following action:

1. All such employees are subject to termination of employment;
2. Any items prohibited by this DFWP may be confiscated by TDA and may be turned over to law enforcement officials; and
3. Employees of covered persons will be debarred from TDA premises and job locations.

SECTION K.
REHABILITATION

PARTICIPATION IN REHABILITATION

1. Any employee self-reporting a drug or alcohol problem, or testing positive for the first time may, at TDA's discretion, be given an opportunity to undergo counseling rehabilitation. Any expense is the responsibility of the employee. Any employee given the option of retaining his/her position with TDA must agree to the following conditions:

   a. The employee must execute a "last chance" agreement;

   b. The employee must agree to submit to random testing for a minimum of two years following successful completion of his/her program of rehabilitation;

   c. The employee must provide evidence of successful completion of a company approved program of recovery as prescribed by a health care professional; and

   d. The employee must submit to and pass a drug and/or alcohol test.

4. Participation in rehabilitation will not waive disciplinary action where warranted for violations of TDA rules and regulations.
SECTION L. 
CHANGES OR MODIFICATIONS

TDA reserves the right to change the provisions of the policies, programs, and testing process at any time. Any changes to this program will be effective (ten) 10 days after the change has been published and announced to TDA employees.

SECTION M. 
NOT A CONTRACT/GUARANTEE OF EMPLOYMENT

Nothing in this DFWP is to be construed as a contract for or a guarantee of employment for any period of time or as altering the at-will relationship of TDA and employee, meaning either party can terminate employment at any time, for any reason and for no reason.

**EMPLOYER Contact:** All questions or concerns should be directed to TDA’s Office Administrator.

SECTION N 
MEDICAL MARIJUANA LICENSE HOLDERS

In 2018, Oklahoma voters approved State Question 788, which gave the right to Oklahomans to obtain medical licenses to use marijuana for medically specified reasons. That legal change also prevented employers from discriminating against Medical Marijuana License Holders (“MMLH”). TDA will respect the terms of S.Q. 788, and the rights of MMLH.

Except as specifically provided otherwise herein, TDA will not, unless it would cause the company to imminently lose a monetary or licensing related benefit under federal law or regulation, discriminate against a person in hiring, termination or imposing any term or condition of employment or otherwise penalize a person based solely upon:

1. The person’s status as a medical marijuana license holder; or
2. The person’s drug test results showing positive for marijuana or its components.

**Disclosure of Medical Marijuana License**

A MMLH who is scheduled for a drug test, either as an applicant or employee of TDA, should disclose his or her status as a MMLH to personnel at the drug testing clinic before the test is administered, or to the Medical Review Officer who contacts the employee after a drug test showing positive for marijuana. The MMLH is required to cooperate with the drug testing clinic to provide written proof of his or her status as a MMLH.

**Prohibited Conduct for MMLH’s**

MMLH’s are not permitted to possess marijuana, or any other drug banned under this Drug Free Workplace Plan, on the company’s premises, in company vehicles, or upon a customer’s premises. Possession at work of marijuana or other prohibited drugs subjects a MMLH to discipline, up to and including discharge.
MMLH’s are not permitted to report to work or perform work while impaired. Without performing a drug test, TDA will discipline, up to and including discharge, any employee who reports to work and who is, in the judgment of the company, obviously impaired.

State law permits TDA to refuse to hire, or to discipline or discharge, an individual who test positive for marijuana while working in a safety-sensitive position. TDA will not hire a MMLH who tests positive for marijuana into these jobs, and will discipline or discharge a MMLH who tests positive for marijuana while holding one of these jobs. You will be informed if your position is considered a safety-sensitive position. Those MMLH seeking or holding a safety-sensitive position may be refused hire, or disciplined, for a drug test positive for marijuana.
Federal and state laws require Tulsa Development Authority ("TDA") to provide its employees with a safe workplace. Employees under the influence of drugs or alcohol endanger not only their own health and safety, but that of other employees. Therefore, TDA must have a drug-free and alcohol-free workplace. To accomplish this objective, TDA must have a drug free workplace program that includes drug and alcohol testing.

TDA has established a Drug Free Workplace Program ("DFWP") that includes drug/alcohol testing. That DFWP is available for inspection during regular business hours in the Personnel Office. The DFWP prohibits the following conduct at all times, on or off duty, on or off Company premises: (1) Illegal manufacturing, transferring, possessing, selling or using any controlled substance (drug) including but not limited to amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of those substances and (2) abuse of legally prescribed or "over-the-counter" drugs including but not limited to distributing, dispensing, abusive use or selling. The DFWP prohibits the following conduct in all Company vehicles and all personal vehicles on Company business, offices, workplaces, premises and job locations at all times: Transferring, possessing, selling or using alcohol or intoxicating beverages unless such use is specifically authorized by the President for a special occasion. Where job related and justified by business necessity, TDA may also require that use of prescription and non-prescription drugs be reported to supervision.

TDA reserves the right to inspect all persons, including property in their possession or control, while on Company premises and any job locations and any Company vehicles and any vehicle(s) on Company premises or job locations. The presence of prohibited drugs/alcohol, if detected and verified at or in excess of the prohibited levels, will be grounds for withdrawal of a conditional offer of employment or termination (unless entitled to rehabilitation). The refusal to provide consent and/or revocation of consent, failure or refusal to submit to testing and/or inspection will be grounds for denial of employment or termination of existing employment.

The DFWP requires employees to notify TDA of any state or federal criminal drug statute conviction, including a plea of no contest. The DFWP also requires employees who have any knowledge of any violation of any policy or rule under the DFWP to immediately and fully report the matter to management. Failure to comply with the reporting requirement will subject the employee to discipline.

The failure of an applicant/employee to properly execute the Acknowledgement and Consent Form below will automatically result in (a) withdrawal of a conditional offer of employment to an applicant or (b) termination of employment. Once hired, full compliance with the DFWP is a condition of continuing employment.
-ACKNOWLEDGEMENT AND CONSENT FORM-

As an applicant offered conditional employment, or as an employee of Tulsa Development Authority (“TDA”), I acknowledge that I have received a copy of TDA's DFWP, that I have read and understand the Overview of the DFWP which includes drug/alcohol testing. I certify that I will abide by the terms of the DFWP by not engaging in any of the conduct prohibited by the DFWP. I hereby consent to undergo drug/alcohol testing, as an applicant or employee, as provided in the DFWP. I consent to drug/alcohol testing that analyzes a urine, breath, saliva, hair and/or blood plasma specimen which I will provide in an amount and under collection procedures established by the DFWP at a designated collection site. I consent to an analysis of my urine, breath, hair, saliva and/or blood plasma specimen by testing procedures specified by the DFWP for the purpose of determining the presence of any controlled substance (drug) or alcohol.

I consent to collecting and testing agencies disclosing and discussing with designated officials of TDA my conduct during collection and the results of testing my urine, breath, saliva and/or blood plasma specimen. I agree to hold harmless TDA and its agents, whomever they may be, from any and all liability for such testing and disclosure.

I understand my conditional offer of employment will be withdrawn, or my employment will be terminated if, upon request as described above: I refuse to submit a urine, breath, saliva and/or blood plasma specimen; I adulterate any specimen provided; I refuse to consent to have said specimen tested and the results disclosed and discussed; or, my test result is a confirmed positive test result.

I fully understand and voluntarily execute this Acknowledgement and Consent Form.

________________________________________  __________________________
Date                                               Signature of Consenter

________________________________________  __________________________
Signature of Witness                               Printed Name of Consenter
TDA
Drug-Free Workplace Program

NOTICE TO EMPLOYEE/APPLICANT OF DRUG/ALCOHOL TEST

EMPLOYEE NAME

EMPLOYEE NUMBER

DEPARTMENT

DATE OF TEST

TIME OF TEST

SPECIMEN COLLECTION SITE

SPECIMEN WILL BE SCREENED FOR DRUGS AND ALCOHOL.

IDENTIFICATION WITH A PICTURE (SUCH AS A DRIVER'S LICENSE) OR A NOTARIZED IDENTIFICATION DOCUMENT WILL BE REQUIRED AT THE COLLECTION SITE.

ALL RESULTS REPORTED AS "POSITIVE" WILL BE REVIEWED BY A MEDICAL REVIEW OFFICER. YOU WILL BE GIVEN THE OPPORTUNITY TO PRESENT ANY INFORMATION, INCLUDING PRESCRIPTION AND NON-PRESCRIPTION DRUGS YOU HAVE TAKEN, RELEVANT TO THE RELIABILITY OF, OR EXPLANATION FOR, A CONFIRMED POSITIVE TEST RESULT. ANY INFORMATION YOU FURNISH WILL BE IN CONFIDENCE AND ANY MEDICAL INFORMATION WILL BE USED ONLY FOR ANALYSIS OF THE TEST RESULTS.

RECEIVING A CONFIRMED "POSITIVE" DRUG TEST, REFUSING TO SUBMIT TO A DRUG TEST, OR SIGN A CONSENT FORM, TAMPERING WITH ANY PART OF THE DRUG TEST PROCESS SUCH AS SAMPLES OR RECORDS (YOURS OR ANY OTHER PERSON'S), FAILING TO REPORT FOR A DRUG TEST AT THE SCHEDULED TIME MAY RESULT IN YOUR DISCHARGE.

IF YOUR TEST RESULTS ARE "POSITIVE" YOU MAY, WITHIN 24 HOURS OF LEARNING THOSE RESULTS, REQUEST ANOTHER TEST OF THE SAMPLE. THAT TEST WILL BE AT YOUR EXPENSE. HOWEVER, IF THE SECOND TEST IS NEGATIVE OR INCONCLUSIVE, TDA WILL PAY THE COST OF THE TEST.