Inconclusive Test Policy

Company Name: Vantage Verify
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Website: http://www.vantageverify.org

I. PURPOSE AND SCOPE

Vantage Verify is committed to providing accurate, legally defensible, and high-integrity compliance and drug testing services. This Inconclusive Test Policy outlines the protocols and procedures followed when a drug, alcohol, or DNA test result is deemed "Inconclusive," "Invalid," "Dilute," or "Substituted." This policy applies to all clients, donors, and testing parties serviced by Vantage Verify's mobile and on-site operations.

II. DEFINITIONS OF INCONCLUSIVE RESULTS

For the purposes of this policy, an "Inconclusive" test result refers to any specimen or test outcome that cannot be definitively classified as positive or negative, or that cannot be reported as a valid result, due to collection, specimen integrity, equipment, or laboratory factors. "Inconclusive" may include results reported as **Inconclusive, Invalid, Dilute, Substituted, Adulterated, Rejected for Testing**, or similar terminology used by the testing laboratory or program administrator.

1. **Dilute Specimen:** A urine specimen with creatinine and specific gravity values lower than expected for human urine. A dilute may occur due to excessive fluid intake (intentional or unintentional) and may reduce the ability to detect drugs at standard cutoff levels.
2. **Invalid Result:** A laboratory-reported result indicating that an unidentified substance or specimen condition interfered with the testing process, or that the specimen displays abnormal physical characteristics such that a definitive result cannot be issued.
3. **Substituted or Adulterated Specimen:** A specimen that does not meet normal physiological characteristics (substituted) or contains a substance added to alter the test result (adulterated), rendering the result unreliable.
4. **Insufficient Volume ("Shy Bladder/Lung") / Insufficient Sample:** The failure of a donor to provide a sufficient quantity of urine, breath, oral fluid, or other required specimen within the allotted time frame, under applicable observation and collection protocols.
5. **Temperature Out of Range / Temperature Issues:** A specimen temperature that falls outside acceptable ranges at the time of collection (as applicable to the test type), which may indicate improper collection conditions or potential substitution and may require recollection.
6. **Technical Interference / Equipment Error:** Analyzer malfunction, calibration failure, environmental interference, expired materials, or other technical factors preventing a definitive on-site screening or evidential breath test reading.

7. **Specimen Rejection / Integrity Issue (Laboratory):** A specimen refused or rejected by the laboratory due to broken seal, leaking container, missing/incorrect identifiers, incomplete Chain-of-Custody (CoC) documentation, transit damage, or other integrity/documentation deficiencies.

III. PROCEDURES FOR INCONCLUSIVE OUTCOMES

Upon identification or receipt of an inconclusive outcome, Vantage Verify will follow the procedures below to protect test integrity, ensure legally defensible results, and maintain compliance with DOT and applicable non-DOT client policies.

1. **Initial Determination and Classification:** The on-site technician, laboratory, program administrator, and/or MRO (as applicable) will classify the inconclusive outcome (e.g., insufficient sample, temperature out of range, invalid, rejected for testing, dilute, suspected adulteration/substitution, or technical/equipment issue). Vantage Verify will not "guess" at a positive or negative outcome when a result is inconclusive.
2. **Communication Timeline to Client/Employer:**
    - **On-site issues (e.g., shy bladder/lung, temperature out of range, device error):** Vantage Verify will notify the Client's designated employer representative (DER) or authorized contact **as soon as practicable, typically the same day**, once the issue is confirmed by the technician and documented.
    - **Laboratory-reported issues (e.g., invalid, rejected, adulterated/substituted, dilute):** Vantage Verify will notify the DER/authorized contact **within one (1) business day** of receiving the laboratory report (or MRO direction, if applicable).
    - Notifications will be provided via the Client's designated communication method (e.g., secure portal, encrypted email, or other authorized channel), subject to confidentiality and program requirements.
3. **Medical Review Officer (MRO) Review (When Applicable):** For DOT-regulated testing and any non-DOT programs requiring MRO oversight, the result and/or retest instruction will be handled in accordance with MRO protocols. Where an MRO is involved, retesting decisions may be directed by the MRO and applicable regulations.
4. **Retesting / Re-collection Procedures (General):** When a retest is required or requested, Vantage Verify will schedule and perform a **new collection (re-collection)** as a separate event unless regulations expressly require a specific process. Retesting will be performed promptly based on Client operational needs and technician availability (including 24/7 mobile service where contracted).
5. **Immediate Re-collection for Insufficient Sample ("Shy Bladder/Lung"):** When permitted by applicable rules and the Client's program, the technician may remain on-site for a defined waiting period and make additional collection attempts. If a complete specimen is not obtained within the permitted timeframe, the event will be documented as insufficient sample and reported as inconclusive, and the Client will be advised regarding next steps (including re-collection scheduling).

6. **Temperature Out of Range / Specimen Integrity Concern:** If the temperature is out of range or other integrity concerns arise, the technician will:
    - Document the condition immediately (including measured temperature, time, and circumstances);
    - Follow applicable observation requirements; and
    - Initiate recollection procedures consistent with Client policy and applicable law/regulations.
7. **Laboratory "Invalid/Rejected" or "Adulterated/Substituted" Outcomes:** If the laboratory reports invalid/rejected/adulterated/substituted or similar integrity outcomes, Vantage Verify will:
    - Provide the Client the report status and any available reason codes/notes;
    - Coordinate with the Client and/or MRO on whether and when a recollection is authorized or required; and
    - Preserve all related documentation for defensibility.
8. **Technical Interference / Equipment Error:** If an evidential device or screening equipment fails to yield a valid reading (e.g., calibration failure, device error, environmental interference), Vantage Verify may:
    - Re-run quality controls and repeat the test where appropriate; and/or
    - Perform recollection/retest using an alternate device/method consistent with applicable requirements.
9. **Observed Collection (When Required/Permitted):** If the inconclusive outcome indicates possible tampering, adulteration, substitution, or other integrity concerns, Vantage Verify may require recollection under direct observation **to the extent permitted by applicable law and the Client's program** and consistent with DOT rules where applicable.
10. **Documentation Requirements (Retest Event):** Each retest/re-collection will be documented as a separate event, including:
    - Date/time and location of attempt(s);
    - Donor identification verification method used;
    - Reason for inconclusive classification (as reported/observed);
    - Collection type (urine, breath, oral fluid, etc.) and whether observed;
    - Equipment identifiers (where applicable) and quality control notes;
    - Chain-of-custody identifiers (CoC number/barcode) and seal numbers; and
    - Names/credentials of personnel involved, with signatures as required.

IV. CLIENT RESPONSIBILITIES AND DECISION MAKING

The final determination regarding employment action (e.g., hiring, suspension, or termination) following an inconclusive result rests solely with the Client (Employer). Vantage Verify provides the data and compliance framework but does not make personnel decisions.

Clients are encouraged to have a written substance abuse policy that explicitly states how "Dilute" or "Invalid" results will be handled (e.g., mandatory immediate re-test vs. acceptance of the result).

V. FEES AND BILLING

1. **General Rule (Client Responsibility):** Unless expressly stated otherwise below, any retest or re-collection required due to an inconclusive result (including dilute specimens, insufficient sample/ shy bladder scenarios, or Client-requested retests) will be billed as a separate testing event at the then-current standard service rate.
2. **Vantage Verify Responsibility (No Charge for Vantage Verify Error):** Vantage Verify will bear the cost of a retest/re-collection (including a return trip fee, if applicable) when the inconclusive outcome is directly caused by Vantage Verify's documented error or omission, including but not limited to:
    - Incomplete or incorrect chain-of-custody paperwork attributable to Vantage Verify;
    - Failure to properly seal/label/package the specimen attributable to Vantage Verify;
    - Mishandling during collection that causes specimen rejection;
    - Use of expired materials or failure to follow required collection steps attributable to Vantage Verify. Any such no-charge retest is limited to one retest event for the affected test, unless otherwise agreed in writing.
3. **Laboratory or Third-Party Responsibility:** If a laboratory confirms a documented laboratory processing error or other fault that necessitates recollection (as determined by the laboratory and/or MRO), Vantage Verify will work with the Client to pursue applicable laboratory credits where available. Unless a credit is issued, the Client remains responsible for the original and any additional testing charges.
4. **Mobile Service Fees:** If a technician must return to a site for a follow-up collection due to an inconclusive result, standard mobile dispatch and mileage fees will apply, except where Section V(2) applies.
5. **Laboratory Fees / MRO Fees:** Costs associated with additional laboratory testing, confirmatory analysis (if applicable), specimen validity testing, or MRO review are the responsibility of the Client unless Section V(2) applies or a credit is issued under Section V(3).
6. **Client Billing Authorization:** By requesting or authorizing a retest/re-collection, the Client authorizes Vantage Verify to bill for the retest in accordance with this section and the applicable service agreement/work order.

VI. COMPLIANCE AND CHAIN OF CUSTODY

Vantage Verify maintains strict adherence to Chain-of-Custody (CoC) protocols for all tests, including any retesting and re-collections after an inconclusive outcome. To ensure legal defensibility and regulatory alignment (including DOT requirements where applicable), Vantage Verify will apply the following chain-of-custody and compliance safeguards:

1. **New CoC for Each Re-collection:** Each retest/re-collection will be treated as a separate event and documented on a **new** Chain-of-Custody form with a unique identifier/barcode, unless governing regulations require an alternate method.
2. **Donor Identity Verification:** Donor identity will be verified at each collection attempt using approved identification methods consistent with Client policy and applicable regulations.
3. **Specimen Security and Seals:** Specimen containers will be sealed in the donor's presence (as applicable), and all seals/initials will be recorded. Any irregularities will be documented immediately.
4. **Collection Site Integrity:** The technician will follow site security, bluing/disable-water protocols (as applicable), privacy/observation rules, and temperature/validity checks as required for the test type and program.
5. **Device Quality Controls (Alcohol Testing):** For breath alcohol testing, device serial numbers, calibration/accuracy checks (as applicable), and required quality control procedures will be recorded and retained.
6. **Packaging and Transport:** Specimens will be packaged and transported using approved materials and methods designed to maintain integrity in transit. Any known transit exceptions will be documented.
7. **Record Retention:** All documentation related to the inconclusive outcome and retest steps—including technician notes, incident/exception reports, CoC forms, laboratory reports, and Client communications—will be maintained in the Client's compliance file in accordance with applicable retention requirements and service agreements.

VII. LIMITATION OF LIABILITY

Vantage Verify utilizes industry-standard testing methodologies and certified laboratories. However, Vantage Verify is not liable for physiological factors of the donor, donor conduct, or external interferences that may lead to an inconclusive result (including, without limitation, insufficient sample, dilution, suspected adulteration/substitution, or temperature issues not caused by Vantage Verify). Vantage Verify's responsibility is limited to the professional collection and processing of specimens in accordance with established safety, compliance, and chain-of-custody standards.

VIII. OPTIONS IF A SECOND INCONCLUSIVE RESULT OCCURS

If a donor's retest/re-collection results in a second inconclusive outcome, Vantage Verify will promptly inform the Client and, where applicable, coordinate with the MRO and/or program administrator. The Client may select one or more of the following options, subject to applicable law, DOT rules, and the Client's own written workplace policy:

1. **Third Collection Attempt (Client-Authorized):** Authorize an additional recollection under enhanced controls (e.g., observed collection where permitted/required, alternate collection site controls, or alternate device/method as appropriate).

2. **Alternate Specimen Type (If Available and Permitted):** Where compatible with the Client's program and applicable rules, the Client may elect an alternate testing methodology (e.g., oral fluid, hair, blood) to meet operational needs. Availability varies by jurisdiction, program type, and contracted services.
3. **MRO/Program Review (If Applicable):** Request further MRO review or program administrator guidance regarding next steps, including whether medical evaluation or additional documentation is needed (particularly for repeated insufficient sample/shy bladder outcomes).
4. **Client Policy-Based Employment Action:** The Client may take action consistent with its internal policy and applicable law (e.g., temporarily removing the employee from safety-sensitive duties pending a completed test, rescheduling, or other administrative action). Vantage Verify does not make employment decisions.
5. **Close-Out as "Inconclusive" with Documentation:** The Client may elect to close the testing event as inconclusive and retain all documentation for audit/defensibility purposes, recognizing that no definitive positive/negative result was obtained.
6. **Escalation to Contract/Account Management:** The Client may request a compliance consultation with Vantage Verify to review recurring inconclusive causes (e.g., collection environment, scheduling constraints, donor preparation issues) and implement preventive measures.

Vantage Verify will document the Client's selected option(s), maintain supporting records in the compliance file, and proceed only with authorized next steps.

Vantage Verify
Compliance. Integrity. Mobility.
For questions regarding this policy, please contact our compliance department via http://www.vantageverify.org.