

# TRUCKERS EXAM INC.

(559) 431-2648

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## DOT DRUG TESTING PROGRAM ENROLLMENT AND WORKSHEET AGREEMENT

### CUSTOMER INFORMATION:

Company Name (Client): \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax#: \_\_\_\_\_

Program Contact Name: \_\_\_\_\_

### SERVICES PROVIDED BY Truckers Exam Inc.(CONTRACTOR)

Contractor will provide services listed below for a drug-testing program to assist in Client's in meeting FTA requirements per 49 CFR Part 382 and Part 40. The annual program includes participation in a program that meets calendar year testing requirements. The annual program administration fee includes the following services, which will be started immediately and will continue for 12 months from the random start date and as periodically extended per this agreement.

### PROGRAM ADMINISTRATION

1. RANDOM SELECTION OF DRIVERS, MIS REPORTING. Documentation, but not limited to positive test results, negative tests results, refusal to test results, Cain of Custody forms, alcohol testing forms, random pool records, random lists and notices, will provide the requested documentation within the two days of DOT audit. This C/TPA does not administrated post-accident testing or reporting.

2.

### DRUG COLLECTION AND TESTS THAT MEET DOT REQUIREMENTS

This program includes all random tests independent of the number required. All other testing; pre-employment, reasonable suspicion, post-accident, return-to-duty, and follow-up tests are available but are not included in the "per driver" fee. The base policy makes available to the Client the option to pass the responsibility for reimbursing the cost of this service to Client, to the driver with the prohibited conduct event.

3. DRUG SPECIMEN COLLECTION AT ONE OR MORE OF OUR LOCAL COLLECTION FACILITIES.
4. MEDICAL REVIEW OFFICER (MRO) REVIEW OF DRUG TESTS.
5. DOT QUALIFIED DRUG TESTS (initial, final confirmation, etc.) THAT MEET DOT REQUIREMENTS FOR A DHHS CERTIFIED LABORATORY.
6. Alcohol TESTING PROGRAM to meet DOT requirements.

### ONE TIME PROGRAM SET-UP

7. ENTRY OF CLIENT AND DRIVER INFORMATION, COMPUTERIZED RANDOM SELECTION, SET-UP. COLLECTION SITE SET-UP FOR DRUG SPECIMEN COLLECTION,
8. COLLECTION SITE SET-UP FOR DRUG SPECIMEN COLLECTION

**6569 N. Riverside Dr. Ste.102-200 FRESNO.CA. 93722(559) 431-2648**

**PROGRAM SERVICE FEES**

Annual fees \$100.00 per Truck Company	\$100.00	\$_____
Driver Fee. \$35.00 X_____.	=.	\$_____
PRE-EMPLOYMENT.	\$55.00/driver	\$_____
ALCOHOL TESTING		\$ NC
TOTAL AMOUNT DUE AT SIGNING OF CONTRACT:		\$_____

WE THE ABOVE-NAMED CLIENT, WISH TO ENROLL IN THE PROGRAM

PROGRAM ENROLLMENT DATE \_\_\_\_\_ 20\_\_\_\_

NOTE: Program renewal fees will be due 30 days in advance of the term expiration, based on starting date.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

PHONE NUMBER OF CONTACT PERSON: \_\_\_\_\_  
CELL PHONE

## **TERMS AND CONDITIONS**

**TERMS:** This agreement shall have a minimum term of one year from the beginning of the random testing start date designated by Client for one (1) year terms unless either party gives written notice of termination (certified mail) to the other at least thirty (30) days prior to the end of the one (1) year term then in force, such termination will be effective on the last day of the one (1) year term then in force.

**CONTRACTOR HAS NO OBLIGATION UNDER THIS AGREEMENT:** If the Client is not current in fees due to Contractor.

**CONTRACTOR INSURANCE:** Trucker Exam Inc. will maintain a professional liability policy with a limit of at least \$500,000,

**Client Responsibilities:** Client will be responsible for obtaining authorizations and release forms from his or her covered employee(s) to conduct drug tests, to be responsible to assure that Client's covered employees and supervisors have **ALL VIEWED** applicable training videos, and posted notifications, has issued a policy to drivers that meets 49 CFR part 382.601 requirements, etc. and to maintain records as required by applicable laws or regulations. Designated Employer representative (DER) must be appointed. This person must work with the C/TPA. All test results will be sent via faxes to the DER. Non-compliance client will be dropped for non-payment, not letting C/TPA that a driver has left the company or if a driver has been hired. If a driver goes to a collection site other than one assigned to the driver if the results do not get the C/TPA the client will be dropped. DER is the only person authorized in the company to receive drug pool information. Client is solely responsible to meet all of 49 CFR parts 382.601 (Audit) and holds harmless Trucker Exam Inc.

**CONTRACTOR'S OBLIGATIONS:** Contractor will undertake to provide such services with reasonable dispatch, diligence and care with the objective of assisting Client's furtherance of the Drug Testing Program. However, Contractor cannot and does not represent that its studies, reports and other activities will reveal applicant/employee drug use, all loss or injury producing conditions, including substance abuse, or others that do not exist or that may exist. Therefore, Contractor assumes no responsibility for discovery, control or correction of hazards, damage caused by Client's applicants, employees or the rehabilitation and work performance of any individual. C/TPA must go directly to the DER or any other service provider if the tests are positive.

**INDEPENDENT CONTRACTOR:** Contractor and Client are independent contractors. Neither party shall bind or attempt to bind the other without the other's prior consent. Each party is responsible for the acts and omissions of itself, its employees and representatives, and each party shall indemnify and save the other harmless from all liabilities, damages and costs resulting from any act or omission made by itself, its employees or representatives.

**GOVERNING LAW:** This agreement shall be governed in all respects by the laws of the state of California.

**INCREASE IN FUTURE CHARGES:** An increase in any component of product or service charges in the future years (or when applicable mandated laws or regulations change during a term) may be proposed by Contractor and agreed to by Client, if Client does not object to such a proposed price increase within fifteen (15) days of receiving an invoice, this contract shall be

deemed amended to reflect the increase in charges. If Client does object to such a proposed price increase within the fifteen (15) day period, this agreement

shall continue without such proposed price increase, but Contractor may at anytime thereafter terminate this agreement by giving ten (10) days prior written notice to Client

**TERMS:** All renewal fees are due fifteen (15) days before the beginning of a renewal period. All other fees are due on a net ten (5) day basis from date of invoice.

**DEFAULT:** If Client defaults in any of the terms and conditions of this Agreement, Client shall be liable for all collection charges and costs incurred by Contractor, including reasonable attorney's fee, which shall not be less than two hundred dollars (\$200). In the event of such a default by Client, Contractor shall have no obligation under this agreement and shall have the right to discontinue all services. During this period of default, interest shall accrue at the rate of 1% per month on any monies due Contractor.

**NOTICE:** Any notice to the other party pursuant to this agreement shall be sent certified mail. Notices sent to Contractor shall be to the Contractors office in Fresno, CA (or other address specified by Contractor). All notices shall be deemed effective upon receipt.

**ENTIRE AGREEMENT, AMENDMENT & SEVERABILITY:** This agreement constitutes the entire agreement among the parties. Other than permitted changes in this agreement, any alterations or deviation from the specifications or terms of this agreement will be effected only by a written amendment executed by both parties. If any provision of this agreement is found to be invalid or unenforceable, the enforceability or validity of the remaining provisions shall be unaffected.

**INDEMNIFICATION:** Client expressly agrees to defend, indemnify, and hold harmless Contractor from and against all damages, penalties, fines, and liabilities including attorney's fees, resulting from implementing this program. The terms and agreement and the consideration supporting this agreement reflects this condition.

**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 casualty or accident, strike or labor disputes, inability to procure raw material, power or supplies, hurricanes, earthquakes, floods or any acts of God, war or other violence, any law order, governmental agency or intergovernmental body, or any other act or condition whatsoever beyond reasonable control of the parties hereto, the party so affected, upon giving notice to the other party, shall be excused by such performance during and to the extent of such prevention, restrictions or interference.

**BY THIS AGREEMENT, CLIENT AGREES TO OBTAIN SERVICES DESCRIBED HEREIN AT THE FEES SET FORTH.**

### Transportation Data LOG

START DATE: \_\_\_\_\_ Exp Date \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
CONTACT PERSON (DER): \_\_\_\_\_ PHONE: \_\_\_\_\_

### DRIVER INFORMATION

S.S. #	NAME	CDL #	Exam Exp
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____
21. _____	_____	_____	_____
22. _____	_____	_____	_____
23. _____	_____	_____	_____
24. _____	_____	_____	_____
25. _____	_____	_____	_____
26. _____	_____	_____	_____
27. _____	_____	_____	_____
28. _____	_____	_____	_____
29. _____	_____	_____	_____
30. _____	_____	_____	_____
31. _____	_____	_____	_____
32. _____	_____	_____	_____