**{Company Name}**

**Drug and Alcohol Testing Service Agreement**

This Agreement is the contract between **{Company Name}** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Client” under which the following terms and conditions apply:

**Scope of Services:**

**{Company Name}** to provide for the collection of urine samples for the purpose of screening Client’s employees or an individual for the presence of illegal drugs in their system. All tests will follow Department of Transportation (DOT) protocol. Client agrees to provide **{Company Name}** with the name and contact information of the Designated Employer Representative (DER) at the company, and also a secondary DER, in the event that the main DER cannot be reached. Federal Rules require that Service Agents like **{Company Name}** have the name/contact information of a DER at the company who may be reached at all hours that testing may be conducted.

**Laboratory Analysis:**

All samples, unless otherwise arranged, will be tested by a Substance Abuse and Mental Services Health Administration (SAMSHA) approved and regulated laboratory. Samples will be picked up daily by laboratory courier or other approved carrier (and may include FedEx and/or UPS). Negative results are typically available within 24 hours, and positive results will be returned following Medical Review Officer (MRO) review per DOT protocol, which will take an additional 2-5 days. The laboratory will store all positive samples for a period of one year.

Note: All Department of Transportation (DOT) urine samples must be tested by SAMSHA-approved laboratories only.

**Confirmation of a Positive Result:**

The Client agrees that all potential positive drug test results will be reviewed by the MRO, with follow up contact made with the donor. The purpose of this follow up interview is to determine the presence of legal medications. Confirmation will be made with the prescribing physician prior to clearing a positive result.

**Reporting:**

Negative results will be communicated to the Client by fax, email, or US mail. Positive results require review by MRO, which can take an additional 2-5 days. Positive results will be communicated by telephone to the Client approved representative as soon as confirmed, with written confirmation by fax, email, or US mail.

**{Company Name}** Policy on Medical Marijuana:

Use of “medical marijuana” is not grounds for a negative test result per DOT Federal Rules. The Client agrees to abide by all positive result reports from the MRO for marijuana, regardless of claims of medical marijuana use. Unless your Company Policy states otherwise, we follow all DOT guidelines even on Non-DOT specimens. Additionally, we do not accept medical marijuana as a valid reason for a positive test. The Client may choose to override the **{Company Name}** medical marijuana policy by stating in their company policies that a positive for this test is acceptable.

**Prescription Medications**

It is the **{Company Name}** policy that should a donor test positive for a metabolite, and has in their possession a valid prescription from a medical doctor, that **{Company Name}** can confirm with a pharmacy, this information will be reported as a negative. However, if the prescription is not legally valid according to Rules or Regulations or is not in the donor’s name, this information will be reported as a positive.

**Collection Protocol:**

All collections, unless accepted by the conditions listed for observed collections below, will afford the donor full privacy and dignity. All collections will take place at the **{Company Name’s}** office, or at the request of the Client, Client facilities, or Client locations. The collection protocol for standard urine collection follows all DOT guidelines. This protocol is posted in the collection facility for the donor’s information.

**Observed collections** are required by the DOT under certain circumstances and we abide by these Rules. Causes for observed collections are: tampered sample, out-of-range temperature, the donor brings items to the collection site that are meant to adulterate or substitute the sample, the MRO orders a collection under direct observation, and whenever the collection is for a Return-to-Duty or Follow-Up Test. See CFR part 40.67.

For non-DOT collections, the client may request that we conduct direct observations under the following conditions and in only in accordance with applicable laws. Non-DOT direct observation collections are permitted only under the following conditions: 1. Written protocol with the Client that includes written disclosure to the employee that is acknowledged by donor signature. 2. The Client representative will be contacted for concurrence prior to the collection. 3. The donor will not be permitted to leave the collection site until the collection is complete. If donor chooses to leave before the collection is complete, it is considered a refusal to test, and is reportable to the DOT. 4. An observer of the same gender will be used at all times. 5. Causes for observed collections are: adulterated sample, out-of-range temperature, Client request in writing due to suspected adulterations of previous samples or that the Client suspects an attempt will be made to adulterate the current sample.

**Alcohol Testing:** Our facility follows the DOT/Federal protocol for all Regulated alcohol tests. This includes a Screening Test performed by a trained alcohol testing technician following the 49 CFR Part 40 Rules. If the screening test is “positive” (0.02% or higher), Federal Regulations require a 15-minute waiting period and then a Confirmation Test. When possible, we also follow a positive Confirmation Test with an accuracy/calibration check using a NHTSA-approved Standard (such as a compressed alcohol gas tank following the device manufacturer’s Quality Assurance Plan).

For non-Regulated alcohol tests, we will follow the DOT/Federal protocol unless you/the client notifies us that your company policy protocol specifies a deviation from the Federally-accepted process. Please provide us with a copy of your full Company Drug & Alcohol Testing Policy so that we may follow any specific procedures that you may have.

**Quality Assurance:**

**{Company Name}** takes steps to ensure the proficiency and knowledge of our staff, and we verify that all Specimen Collectors, Screening Test Technicians, and/or Breath Alcohol Technicians are trained properly and certified as required by DOT Rules and Regulations. Copies of Collectors’ and Breath Alcohol Technicians’ training records (such as Certificates) are available upon request to the Client. To ensure the highest quality service to our customers, **{Company Name}** abides by all regulatory statutes and ethical standards for the industry.

**Payment Terms:**

Client agrees to make payment in full within thirty (30) days of the billing statement. An account is considered delinquent if no payment has been received on the 31st day following the statement day, and a financial charge and collection costs may be assessed for such delinquent balances.

**Term of Agreement:** The Agreement shall be for a term of one (1) year beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will automatically renew for an additional year upon each anniversary date. Either party can terminate this Agreement with thirty (30) days written notice with or without cause.

**Confidentiality:**

Strict confidentiality will be adhered to at all times, for the protection of the donor and Client. The only disclosures that will be made will be to designated employer representatives, Medical Review Officer (MRO) or laboratory, through written permission of the donor or formal court order, and as required by Department of Transportation and DOT Operating Agency Rules.

 **Indemnification:**

By signing this Agreement, the Client acknowledges and agrees to the utilization of **{Company Name}** drug/breath collection services per the DOT/DHHS/**{Company Name}** protocol and agrees to hold harmless **{Company Name}** from any and all claims, including but not limited to losses, damages, injuries to persons, or act of negligence, arising out of **{Company Name’s}** use of said procedures on behalf of the Client. However, no indemnification or hold harmless shall apply to **{Company Name’s}** own negligence in not reasonably following said procedures/protocols for workplace drug testing programs as such may be amended from time to time. When required, Client agrees to follow all Federal, DOT, and State Regulations relating to testing and collections and instruct **{Company Name}** accordingly, as may be required.

**Arbitration Clauses:** In the event a dispute arises between the parties as to the duties or compensation under this Agreement, such dispute shall be submitted for arbitration under the then existing rules established by the American Arbitration Association.

**Attorney’s Fees:** If any contested action is brought to enforce, modify, interpret or void the provisions of this Agreement, then the prevailing party shall be entitled to reasonable attorneys’ fees as well as appropriate relief.

**Fees For Services:**

* DOT urine drug collection/testing at **{Company Name}** $38.00
* Non-DOT urine drug collection/testing at **{Company Name}** $38.00
* Collection only (not **{Company Name}** MRO) at **{Company Name}** $23.00
* DOT or Non-Dot urine collection not done at **{Company Name}** $56.00
* MRO Review of positive results $17.00 per 15 min.
* MRO Review only of negative result $6.50
* Breath Alcohol Test done at **{Company Name}** $40.00
* Breath Alcohol confirmation test done at **{Company Name}** $30.00
* Breath Alcohol After Hours & On-Site $50.00
* Breath Alcohol confirmation test not done at **{Company Name}** $43.00
* On-Site Mileage (outside of \_\_\_\_\_\_\_\_\_\_\_\_\_ area) $0.58 per mile (Mileage fee is subject to change based on IRS rate)
* After Hour Call Out Fee (in addition to test/collection fees): $60.00
* Wait fee (on-site if collection takes over one hour) $50.00/per hour, billed in 15-minute increments

**Entire Agreement:**

This Agreement constitutes the entire Agreement between the Parties with respect to Services and supersedes any and all prior agreements and understandings, whether written or oral, between the Parties. Amendment: This Agreement may not be amended or modified in any respect except by an agreement in writing executed by both Parties.

**Severability:** In the event that any of the provisions of this Agreement are deemed invalid or unenforceable, the remaining provisions shall be construed and enforced as if the invalid or unenforceable provisions were not contained herein.

**Governing Law and Venue:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without reference to conflicts of law principles. Venue shall lie exclusively in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Waiver of Breach:** Non-action by any Party in response to a breach of any provision of this Agreement shall not operate or be construed as a waiver of any rights hereunder or acceptance of any subsequent breach of any provision of this Agreement. Any waiver must be in writing and signed by the applicable Party.

**Change of Information:** Each Party agrees to notify the other, in writing, of any changes in address, hours of service, phone number, or other contact information. The undersigned understands and agrees to the terms and services outlined in this agreement.

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Client Representative Date

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**{Company Name}** Representative Date