

## COMPREHENSIVE DOT DRUG & ALCOHOL TESTING CONSORTIUM PROGRAM™ ENROLLMENT

CUSTOMER INFORMATION (Fill out all fields with an \*)

code: Permits Plus

\* Company Name: \_\_\_\_\_ \* Phone Number \_\_\_\_\_ \* Fax Number \_\_\_\_\_  
 \* Address \_\_\_\_\_ \* City \_\_\_\_\_ \* State \_\_\_\_\_ \* Zip: \_\_\_\_\_  
 \* Drug and Alcohol Program Manager \_\_\_\_\_ \* Secondary Contact Name \_\_\_\_\_

### SERVICES PROVIDED BY FOLEY SERVICES, INC. (Contractor)

Contractor will provide services listed below for a drug and alcohol testing program to assist in Client's requirements to meet FMCSA Regulation 49 CFR Parts 382 and 40. The annual program includes participation in a consortium that follows FMCSA calendar year testing requirements. The annual program administration fee includes the following services, which will be started on the "random start date" and will continue for 12 months and as periodically automatically extended per this agreement.

### PROGRAM ADMINISTRATION

1. **FOLEY SERVICES' DRUG AND ALCOHOL PROGRAM MANUAL.** This manual is provided on a non-exclusive licensed basis and includes special forms and other materials to assist you in meeting your program requirements.
2. **DRUG and ALCOHOL POLICY AND EDUCATIONAL MATERIALS.** This policy is provided on a non-exclusive license basis and is designed to meet the requirements defined in 49 CFR 382.601. It includes updates as needed and telephone consulting.
3. **RANDOM SELECTION** of drivers, including notification, reporting, and administration, as required by FMCSA regulations.
4. **DRIVER'S CARDS** for each covered employee/contractor (herein Employee) specifying program coverage.
5. **LIMITED EMPLOYEE ASSISTANCE PROGRAM,** confidential drug and alcohol telephone-based referral assistance to drivers.
6. **RECORD RETENTION AND FEDERAL REPORTING ASSISTANCE** to meet then-current DOT storage requirements, and client access requirements. Appropriate records will be maintained but, if you require on-site assistance for any purpose, consulting fees will be extra.
7. **CONSULTING FOR POST ACCIDENT & REASONABLE-SUSPICION TESTING,** via our toll free support number (1-800-253-5506).
8. **SUBSTANCE ABUSE PROFESSIONAL** consulting and assistance to Client after prohibited conduct events (EXCLUDES SAP evaluations).
9. **DHHS CERTIFIED LABORATORY and CERTIFIED BAT TESTING** (initial screening and confirms) per 49 CFR Part 40 requirements.

### DRUG AND ALCOHOL COLLECTION AND TESTING THAT MEET DOT REQUIREMENTS

10. **DRUG AND ALCOHOL TESTS AND COLLECTIONS INCLUDED IN THE "PER-DRIVER" FEE ARE:**
    - A. All **RANDOM DRUG & ALCOHOL TESTS** independent of the number required to keep you in compliance with your assigned pool.
    - B. All **REASONABLE-SUSPICION TESTS** independent of time or day. These tests must meet FMCSA requirements, or are billable tests.
    - C. All **POST-ACCIDENT TESTS** independent of time or day. These tests must meet FMCSA requirements, or they are billable tests.
    - D. All **BLIND-SPECIMEN** testing per 49 CFR Part 40.
  11. **DRUG SPECIMEN COLLECTION** at one or more local collection facilities.
  12. **MEDICAL REVIEW OFFICER (MRO)** review of all drug tests.
  13. **DOT QUALIFIED ALCOHOL COLLECTION AND TESTING** by a Certified Breath Alcohol Technician for screening and confirmation.
- Important Note:** Pre-employment, return-to-duty, follow-up, and split-specimen tests are available **but are not included in the "per-driver" fee.** The base policy makes available the option of requiring the driver with the prohibited conduct event to reimburse Client for all costs incurred for return-to-duty and follow-up tests and SAP evaluations.

### ONE-TIME PROGRAM SETUP

14. **ENTRY OF CLIENT AND DRIVER** information, computerized random selection, setup, and driver management system.
15. **SUPERVISOR REASONABLE-SUSPICION TRAINING** to meet the two-hour requirement (optional, self-guided manual and video.)
16. **DRIVER TRAINING VIDEO** (optional) 56 minute video explaining details of the FMCSA drug and alcohol testing program.
17. **COLLECTION SITE SETUP** for drug test collection, alcohol testing, post-accident collection, nearest 24-hour site, etc.

### ADDITIONAL SERVICES

**CERTIFIED SUBSTANCE ABUSE PROFESSIONAL** services are available to meet DOT requirements and will be arranged when required after a prohibited conduct event for driver evaluations, return-to-duty testing and follow-up scheduling. Other Optional Services are available for: on-site training, consulting, on-site assistance for policy development, union negotiations, DOT audits, on site collections (if available), Drug Free Workplace Programs, and full-service Employee Assistance Programs, etc.

### SERVICE FEES

Client will pay Contractor according to the following rate for the TERM of coverage. Non-covered tests and other fees are billed monthly.

Annual Drug & Alcohol Program Fee		Supervisor Reasonable Susp Training Manual & Video	CALL
* Number of Drivers		Driver Training Video (96 Minutes)*	CALL
* Annual Program Fee/Driver (\$109/Driver)	\$	Company Setup Fee	\$59
		*Sales Tax (CT clients only)	
* Total Annual Program Management Fee	\$	Total One-Time Setup Fee	\$59

**Fee due upon program enrollment (Total Annual Program Management Fee plus One-Time Setup Fee):** \* \_\_\_\_\_

Sales Contact: Jon Dounouk 1-800-253-5506 ext. 286

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**EMPLOYEE/CONTRACTOR ENROLLMENT LIST  
FOR FOLEY SERVICES DRUG & ALCOHOL TESTING  
PROGRAM**

(Fill out areas with an \*)

\* Date: \_\_\_\_\_

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

**Please enroll the following individuals:**

- \* 1. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 2. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 3. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 4. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 5. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 6. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 7. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 8. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 9. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 10. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 11. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 12. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 13. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 14. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_
- \* 15. Name: \_\_\_\_\_ Soc. Sec. No: \_\_\_\_\_

**INSTRUCTIONS:** Duplicate this form if necessary. If you have any questions, please call

Jon Dounouk at 1-800-253-5506 ext. 286 for assistance.

*Faster processing option: Fax to (860) 652-3470 attn: Jon Dounouk*

Or mail it to our centralized administrative office at the following address:

**Foley Services, Inc., Attn: Jon Dounouk, 655 Winding Brook Drive, Glastonbury, CT 06033**

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DOT Drug and Alcohol Program Administrators, 655 Winding Brook Drive, Glastonbury, CT 06033

Code: Permits Plus

## TERMS AND CONDITIONS

(Fill out areas with an \*)

**TERM AND AUTOMATIC RENEWAL OF THE TERM:** This Agreement shall have a minimum term of one year FROM THE BEGINNING OF THE PROGRAM START DATE and shall thereafter be automatically renewed for consecutive one (1) year terms unless either party gives written notice of termination (via 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 then-current year in force.

**FS INSURANCE:** Foley Services, Inc. (herein "FS") will maintain a General Liability policy with a limit of at least \$1,000,000.

**DUTIES:** Client will be responsible for obtaining authorizations and release forms (provided by FS) from his or her covered Employee(s) to conduct drug and alcohol tests, to be responsible to assure that the client's covered employees and supervisors have viewed applicable training videos, posting notifications, to issue a policy for covered employees and to maintain records as required by applicable laws or regulations. For FMCSA compliance FS will provide Client with a policy that meets 49 CFR 382.601 requirements, for FAA the policy /plan must be approved by the FAA, RSPA policies meet 49 CFR Part 199 requirements, and US Coast Guard policies meet 46 CFR Parts 4, 16 and 95 requirements. Client is responsible for any changes made to this policy. For non-DOT programs, the provided policy and other materials will be provided as guidance information, but employers are responsible for meeting local and state laws/regulations.

**NON-EXCLUSIVE LICENSE FOR MATERIALS:** FS provides a non-exclusive license for our copyrighted materials, including: policies, educational materials, the drug and alcohol program manual, and forms. When this agreement is no longer in effect for any reason, Client agrees to return all FS Provided Materials without notice by FS or otherwise will be liable for copyright violations to the fullest extent possible. If Client uses these licensed materials beyond the period of time in which Client is in good standing, or uses them to derive substitute materials, the minimum liquidated damages for using these licensed materials will be \$2,000 and reasonable legal fees. Client agrees to send a copy of replacement materials upon written request by FS anytime within 36 months after the termination of this agreement.

**FS OBLIGATIONS:** FS will undertake to provide such services with reasonable dispatch, diligence and care with the objective of assisting Client in the furtherance of the Drug and Alcohol Testing Program. However, FS cannot and does not represent that its studies, reports and other activities will reveal applicant/employee drug use, all loss or injury producing conditions, or other drug and/or alcohol problems. Therefore, FS 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. In DOT programs, FS provides MRO review of confirmed positives and negatives. In non-DOT programs FS provides MRO services for confirmed positive test results only. FS has no obligation under this agreement if Client is not current in fees due to FS.

**INDEPENDENT CONTRACTORS:** FS 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.

**INCREASE IN FUTURE CHARGES:** An increase in any component of product or service charges in future years (or when applicable mandated laws or regulations change during a term) may be proposed by FS and agreed to by Client, provided that if Client does not object to such a proposed price increase within fifteen (15) days of receiving an invoice, this Agreement shall be deemed to be amended to reflect the increase in charges. In the event that 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 FS may at any time thereafter terminate this Agreement by giving ten (10) days prior written notice to Client.

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

**DEFAULT:** If Client defaults in any of the terms and conditions of this Agreement, Client shall be liable for any and all collection charges and costs incurred by FS, including reasonable attorney's fees, which shall not be less than \$200. In the event of such default by Client, FS shall have no obligations under this agreement and shall have the right to discontinue any and all services. During the period of this default, interest shall accrue at the rate of 1.5% per month on any monies due FS.

**NOTICE & GOVERNING LAW:** Any notice to the other party pursuant to this Agreement shall be sent via certified mail. Notices sent to FS shall be to the corporate office in Glastonbury, Conn. (or other address specified by FS). All notices shall be deemed effective upon receipt. This agreement shall be governed in all respects by the laws of the State of Conn.

**ENTIRE AGREEMENT, AMENDMENT & SEVERABILITY:** This Agreement constitutes the entire agreement among the parties. Other than permitted changes in this agreement, any alteration or deviation from the specification 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 FS from and against any and all damages, penalties, fines, and liabilities including attorney's fees, resulting from implementing this program. The terms and provisions of this paragraph shall survive the term of this 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 other casualty or accident; strikes or labor disputes; inability to procure contracted services or supplies, hurricanes, earthquakes, floods or any acts of God; acts of violence, any law order, regulation, ordinance, requirement of any governmental agency, or any other act or condition whatsoever beyond the 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. This program automatically renews annually.

**Program Enrollment Date:** \* \_\_\_\_\_ **Program Start Date:** (Jan. 1, Apr. 1, Jul 1, or Oct. 1): \* \_\_\_\_\_

Note: Program renewal fees will be due 15 days in advance of the term expiration (based on the Program Start Date).

\* Enrollment Approved for (Client Name) \_\_\_\_\_

\* Signature: \_\_\_\_\_ \* Printed Name: \_\_\_\_\_ \* Title: \_\_\_\_\_

*Please mail to: Foley Services, Corporate Office, 655 Winding Brook Drive • Glastonbury, CT 06033*

Attn: Jon Doumouk Phone (800) 253-5506 ext. 286 • Fax (860) 652-3470

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