

Captains Consortium
Individual Drug & Alcohol Testing Consortium Enrollment Form
Service Agreement
(340) 775-2278
captainschoolusvi@gmail.com

Date: _____

EMPLOYEE INFORMATION:

Name: _____ Phone #: _____

Date of Birth: _____ Social Security Number: _____

Address: _____ Fax #: _____

City: _____ State: _____ Zip: _____

Email: _____

Employer Name: _____ Phone #: _____

Special Notes: _____

Consortium Fee:

Annual Membership Fee per Individual:	\$135.00
Drug Testing per individual (other than random selection)	\$125.00
Alcohol Test Strip pack	\$20.00 each

Additional Fees may be applicable for after hours testing and on location testing.

Term and Scope of Agreement:

The agreement shall be a term of up to one (1) year beginning _____ and will automatically renew for up to an additional year upon each anniversary date. Either party can terminate this agreement with thirty (30) day written notice. The agreement will renew annually unless modified or terminated by either party,

This agreement covers the named employee for only the named employer in this agreement. This agreement does not cover the named employee for all companies he or she may work for in addition to the employer listed in this agreement. The DER of the company may remove an employee from their company's policy. In the event a company DER removes an employee from their company's policy, the employee will be notified unless the company paid for the term of the agreement. If the employee gains employment with another company, this agreement may be transferred to the new employer provided the new employer has a service agreement with the Service Agent. Change of employer as stated above must be done by written notice. In the event of a change in employment, the term of this agreement will not exceed one year from the date of initial agreement or subsequent renewal period.

Owner operators must provide vessel details and company information and the Service Agent will act as the DER on your behalf. For the purpose of regulatory compliance, there are no "independent contractors".

Payment Terms:

Payments for all services are due on receipt.

Results Reporting:

The Client authorizes Service Agent to act as an intermediary in the transmission of drug and alcohol testing information from the MRO or the BAT to the Client, with the exception of positive alcohol results which will come directly from the BAT.

DOT and Random Testing Programs:

For Clients using Service Agent's random testing services, Service Agent may terminate the Client from the random testing pool for failure to follow the random pool procedures and guidelines. A written notice of non-compliance will be provided with an opportunity to comply with random pool procedures and guidelines. Once removed from the random testing pool, the Service Agent may notify DOT or USCG that Service Agent no longer manages the random testing program for the Client. A reinstatement fee will apply to allow the Client to re-enter the random testing program once all compliance is verified.

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, MRO or laboratory, through written permission of the donor or formal court. The Client agrees that it will maintain the confidentiality of required information provided by Service Agent and the Client will not disclose without written authorization to any third parties not involved in the employment decision for which the information was requested.

Indemnification:

By signing this agreement, the Client acknowledges and agrees to the utilization of the Service Agent's drug/breath collection services per the DOT/SAMHSA, USCG and or State Law protocol and agrees to hold harmless Service Agent from any and all claims, including but not limited to losses, damages, injuries to persons, or act of negligence, arising out of Service Agent's use of said procedures on behalf of the Client. However, no indemnification or hold harmless shall apply to Service Agent's own negligence in not reasonably following said procedures/protocols for workplace drug testing programs as such may be amended from time to time.

Client also agrees to hold harmless Service Provider from any and all claims, including but not limited to losses, damages, injuries to persons, or act of negligence, arising out of Clients adverse employment decisions or interpretation of employment policies. Service Agent is a not providing any legal advice and is not an attorney. All employment policies should be reviewed by Client attorney.

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.

Signature: _____ **Date:** _____ **Email:** _____