Captains Consortium Company Drug & Alcohol Testing Consortium Enrollment Form Service Agreement

(340) 775-2278

captainschoolusvi@gmail.com

	Date:	
COMPANY INFORM	ATION:	
Company Name: _	Phone #:	
Address:	Fax #:	
 City:	State:	Zip:
Vessel Id# (USCG o	r State Issued):	List all vessels reporting for
Contact Person:	Phone #:	
Email:		
Snecial Notes		
Special Notes.		
Consortium Fee:		
	Company Administration Fee (one time fee)	\$150.00
	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.

Crew Member Enrollment

Crew member (includes the Captain) - is an individual who is:

(a) On board a vessel acting under the authority of a license, certificate of registry (COR), or merchant mariner's document (MMD), whether or not the individual is a member of the vessel's crew; or (b) Engaged or employed on board a vessel owned in the United States that is required by law or regulation to engage, employ, or be operated by an individual holding a license, COR, or MMD (Anyone that is paid to be onboard is considered an employee)

Name (First MI Last)	Date of Birth	SSN	Phone #:

☑ Included is proof of a negative drug test or consortium membership within the last 6 months.

Term of Agreement:
The agreement shall be a term of one (1) year beginning and will automatically renew for 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.
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:
