

LWD, INC. EMPLOYER CONSORTIUM
AGREEMENT FOR D.O.T. DRUG & ALCOHOL PROGRAM ADMINISTRATION
2018 CALENDAR YEAR

This Agreement is made between **LWD, INC.**, doing business as **LWD, INC. Consortium**, a Workplace Compliance Drug and Alcohol Testing Service, and the Employer whose name and signature appear at the end of this Agreement (hereinafter referred to as "Employer").

This Agreement is made with reference to the following:

- A. Employer desires to provide drug and alcohol testing for its employees in accordance with regulations promulgated by the U.S. Department of Transportation (hereinafter referred to as "D.O.T. Regulations") as published under 49 CFR Part 382 and CFR Part 40.
- B. Employer desires to retain **LWD, INC.** to administer its drug and alcohol testing program for the 2018 Calendar Year. (Expires Dec. 31st of each year).

In consideration of the mutual obligations hereunder, the parties agree as follows:

1. LWD, INC. agrees to administer a random drug and alcohol testing program which includes the following elements:

- (a) Random selection, notification and scheduling protocol.
- (b) Perform all random drug or alcohol testing through the Consortium or pre-arranged clinics that meet D.O.T. Testing Regulations.
- (c) Contract with a licensed HHS/NIDA approved laboratory that meets the requirements of the D.O.T. Regulations to test for the presence of drugs.
- (d) Contract and provide services of a Certified Medical Review Officer to review and interpret all drug tests as required under 49 CFR Part 40.
- (e) Provide a list of Substance Abuse Professional (SAP) Referral Services for employees who test positive or any company employee with alcohol or drug abuse related problems
- (f) Maintain records demonstrating Employer's participation in **LWD, INC.** random selection pool and results of all drug and alcohol screening performed by **LWD, INC.** for employees of Employer and to provide Employer with written reports of this information within forty-eight (48) hours of Employer's request.

2. Employer's Obligations

- (a) Identify all of its employees subject to drug and alcohol testing and update this list on a quarterly basis.
- (b) DER must call/fax/or email our office once he/She has received a Negative Pre-employment Drug Test result to have driver added/deleted to the Random List.

- (c) DER must notify LWD, Inc. ten(10) days before Company will shut down if Seasonal or going out of business.
- (d) All Drivers must have a Negative Pre-employment Drug Test on file before going into a Safety Sensitive Function.
- (e) Distribute information regarding Employer's company policy to all affected employees.
- (f) Cooperate with **LWD, INC.** in scheduling drug and/or employees of Employer on the dates and at the locations specified by **LWD, INC.**
- (g) Comply with the D.O.T. Regulations and all other laws, regulations or labor agreements applicable to Employer's employees subject to drug and alcohol testing.
- (h) Promptly pay invoices of **LWD, INC.** under this Agreement.

3. Fees for Services:

- (a) For the performance of testing services throughout the calendar year by **LWD, INC.** The Employer shall pay an annual fee. Please contact **LWD, Inc.** for pricing in your area. Payment shall be annually in advance, and not prorated for any late enrollments through the current calendar year. There are no refunds.
- (b) Employers will be charged a separate fee for each drug test and each alcohol test. Please contact **LWD, Inc.** for pricing in your area.
- (c) Employers who elect to use outside clinics that are contracted by LWD, INC. for collection services to conduct their testing will be charged an additional fee for each drug test and each alcohol test. Please contact **LWD, Inc.** for pricing in your area.
- (d) Employers who elect to use outside clinics that are not contracted by LWD, Inc. for collection services to conduct their testing will be charged an additional fee for each drug test and each alcohol test. please contact LWD, Inc. for pricing in your area.
- (e) Employers who elect to use outside clinic that would need to follow special instructions (such as Altered C.O.C. Form) and need testing done immediately will be charged an additional fee for each drug test and each alcohol test. Please contact LWD, Inc for pricing in your area.
- (f) Seventy cents (\$.70) per mile for any on-site testing service (drug/alcohol testing services performed at the employer location) outside a twenty (20) mile radius from our Irwindale facility.
- (g) Payment to **LWD, INC.** is due ten (10) days from receipt of the invoice. (invoices mailed with test results) **LWD, INC.** may assess a \$25.00 late charge on invoices that are past due for every thirty (30) days.
- (h) Bounced or returned Checks will be charged an additional fee of \$16.00

4. Term of Agreement:

This Agreement may be terminated by either party by giving thirty (30) days advance written notice to the other party. Upon termination of this Agreement, **LWD, INC.** shall promptly deliver to Employer written record of Employer's participation in **LWD, INC.** drug and alcohol screening

program and test results for all of Employer's employees and the delivery of such documents shall terminate all of **LWD, INC.** responsibility for maintenance of those records.

5. **LWD, INC. Indemnification Obligations:**

LWD, INC. will indemnify, defend and hold Employer harmless from any liability (including attorney fees and costs) arising from:

- (a) The failure of **LWD, INC.** to maintain or deliver records of Employer's participation in this drug and alcohol testing program as required by the D.O.T. Regulations.

6. **Indemnification Obligations of Employer:**

Employer shall defend, indemnify and hold harmless **LWD, INC.** and any certified laboratory or medical review officer providing services to Employer pursuant to this Agreement, from any claim, loss, liability, damage, detriment or obligation, including attorney's and costs, arising from any matter other than those described in paragraph 5(a) or **LWD, INC.** willful misconduct or gross negligence.

7. **Relationships of the Parties:**

LWD, INC. is an independent contractor and this Agreement does not create a relationship of general agent, servant, employee, partnership, joint venture or association. Employer hereby names **LWD, INC.** its Agent for the limited purpose of dealing with the D.O.T./Federal Highway Administration, California Department of Motor Vehicles/California Highway Patrol BIT Inspection Motor Carrier Safety Unit. Employer's personnel or safety departments or others representatives holding Employer's personnel records, dealing with employees who are subject to testing under this Agreement, and any other authorized public agency. Representation/Relationship between **LWD, INC.** and Employer is for the limited purpose of performing the duties necessary to carry out **LWD, INC.** obligations under this Agreement.

8. Miscellaneous Provisions:

- (a) This Agreement shall be governed in all respects by California law, except to the extent specifically pre-empted by the D.O.T. Regulations.
- (b) Execution of this Agreement shall be deemed effective when executed on behalf of a representative of **LWD, INC.** and on behalf of Employer by its authorized agent. The agent of Employer executing this Agreement warrants that this Agreement is duly authorized by Employer.

Company Name _____ Designated Employer
Representative(s)*

Address _____ Designated Employer
Representative(s)*

City & Zip _____ Signature

Telephone _____ Title

Fax _____ Date

LWD, INC.
P.O. Box 41508
Bakersfield, CA 93384-1508

Phone: (661) 885-8841
Fax: (661) 885-8842

By: _____ **Date:** _____
Will Bond, President

*Designated Employer representative (DER): Is an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of the company. Service agents cannot serve as DERs.



EMPLOYER RANDOM DRIVERS LIST

Company: _____

Date: _____

Prepared By: _____

Phone #: _____

| | FIRST NAME | M.I. | LAST NAME | SSN | DRIVER'S LICENSE NUMBER | D.L. STATE |
|----|------------|------|-----------|-----|-------------------------|------------|
| 1 | | | | | | |
| 2 | | | | | | |
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| 10 | | | | | | |
| 11 | | | | | | |

LWD
Inc.



DATIA Approved

Consortium New Enrollment and Renewal Payment Form

(Please Print Or Type Information)

Check One: New Enrollment Annual Renewal
Consortium to Join: Owner Operator Independent Employer Employer
Company Name: _____
Designated Representative: _____
Company Address: _____
City: _____ State: _____ Zip: _____ Phone: _____

PAYMENT METHOD

CHECK Check # _____ Full Amount: \$ _____ See Agreement
For Fee Amount
 VISA / MC Card # _____ Exp. Date: _____ CCV2*: _____
Name on card: _____ Signature: _____

*CCV2 is the 3 digit number on the back of your credit card and is required for all credit card transactions.

By signing below, I understand and agree to the terms and conditions of the LWD Consortium. I also understand that the fees paid above to join the Consortium are only for the enrollment or renewal of membership. Other testing fees as listed in the Consortium Agreement may be applicable.

Signature: _____ Date: _____

Complete application and mail or fax to:

LWD, Inc.
P.O. Box 41508
Bakersfield, CA 92284-1508
(661) 885-8841; Fax (661) 885-8842

OFFICE USE ONLY

RECEIVED: _____

ACCOUNTING: _____

APPROVED: _____

CERTIFICATE: _____