

## DOT FMCSA CFR 49 Parts 40 & 382 & DRUG FREE WORKPLACE

ALSO SATISFIES THE REQUIREMENTS OF THE TEXAS DEPARTMENT OF LICENSING & REGULATION (TDLR) 16 TEXAS ADMIN. CODE, CHAPTER 85 & 86, PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA (PUC) CHAPTER 405 STATUTES OF 1995 (SB46) & CALIFORNIA HIGHWAY PATROL TOW ROTATION

AADT is a nationwide, non-profit organization with strong ties to the transportation industry specializing in providing employers and owner-operators convenient, cost effective support to facilitate drug and/or alcohol testing compliance.

We offer complete consortium/third party administration (C/TPA) services for companies regulated by Federal and State government or Drug Free Workplace Programs for non-regulated employees. We assist in the compliance for companies of all sizes. Whether it is managing the testing program of an intrastate Owner-Operator motor carrier or a large and diverse interstate transportation company, AADT is a committed partner.

We will help you implement a quality substance abuse prevention and testing program that will meet federal, state and industry standards.

### OUR PROGRAM CONSISTS OF ALL THE FOLLOWING AND MORE:

- **Company Compliance Manual** - A comprehensive compliance manual that includes the DOT Regulations pertaining to the FMCSA CFR 49 Parts 40 & 382 & TDLR drug testing requirements, detailed instructions on how to get started, answers to common questions, sample company policies, educational and training information, and much more.
- **Company Certificate of Enrollment** - The Company Enrollment Certificate is for verification of enrollment in our program.
- **Driver/Employee Information Handbooks** - Drivers must be made aware of the DOT requirements of Part 382 and how random testing will be implemented, this is just some of the information contained in the handbook available in English or Spanish.
- **Individual Employee ID Cards** - The Employee ID card is used for verification and contact purposes.
- **Sample Company Policy** - Employer's are obligated to provide the employee the company's policies and procedures with respect to controlled substance abuse and/or alcohol misuse. It is the employer's responsibility to be familiar with any local, state and federal laws or any collective bargaining agreements that may impact when, where and how testing is performed when implementing a Drug Free Workplace.
- **Nationwide Collection Sites** - Every reasonable effort is made to locate a collection site within the vicinity of your home, terminal or job site, remote areas may require further travel. In most cases collection supplies are shipped directly to the sites and you can use any of our nationwide authorized sites at any time.
- **Laboratory Testing at Dept. of Health and Human Service Labs (DHHS)** – SAMSHA/NIDA certified labs for all testing.
- **Medical Review Officers (MRO)** – (ChoicePoint a LexisNexis Company reviews and interprets test results from the lab and reports directly to the employer/owner-operator through 1 of 5 choices of reporting methods.
- **Complete Program Administration** - We provide all required administration, quality control, materials, record keeping, summary reports, and EAP referrals.
- **Prepaid Testing** - All collections, materials, forms, shipping costs, tests and results are prepaid by AADT when you use our authorized sites. All **initial random** tests are included in your enrollment fee, all other non-random tests will be billed directly by us to you at our discounted rates.
- **Online Account Access** - Make changes to your company info., add or remove an employee or view random history

**PLEASE NOTE:** According to DOT §382.301, which concerns pre-employment testing, if an applicant is new to the industry or has not participated in a random DOT Drug and Alcohol Testing Program within the past 30 days, he/she is required to perform a pre-test before performing safety sensitive duties or enrolling into a random testing program. If a driver has been in a program and has been tested within the past 6 months or enrolled in a program for the past 12 months with no violations, he/she may be exempt. **Please be aware there is an additional fee for pre-employment testing and all other non-random testing, refer to the AADT price list for pricing.**

### ✓ TO ENROLL YOU MUST RETURN THE FOLLOWING FORMS:

(Any incomplete forms will be returned and will delay your enrollment, also be sure to make copies for your records)

- **FORM 103 – Price List** (for your records only)
- ✓ ● **FORM 001 – Application for Enrollment**
- ✓ ● **FORM 002 – Additional List** (only if you have employees)
- ✓ ● **FORM 003 – Service Agreement** (all highlighted areas must be completed)
- ✓ ● **FORM 112 – Test Results Reporting Option Form** (choose only one option, signature required)

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**AADT reserves the right to modify prices, services and programs without notice, for additional forms or updates visit AADT - American Alliance Drug Testing online at [www.aadrugtesting.com](http://www.aadrugtesting.com)**

## RANDOM POOL SERVICE FEES

MAY 2011

DOT/ PUC/ DF Random Pools	Regular		**Affiliates		CDTOA/CMSA	
	Annual	Semiannual	Annual	Semiannual	Annual	Semiannual
<b>*CONTACT AADT FOR LARGER FLEET PRICING</b>						
* 1-9 Per Driver/Employee (Includes set up fees)	<b>\$99</b>	<b>\$66</b>	<b>\$76</b>	<b>\$56</b>	<b>\$66</b>	<b>\$56</b>
* 10+ Per Driver/Employee (Includes set up fees)	<b>\$76</b>	<b>\$56</b>	<b>\$66</b>	<b>\$46</b>	<b>\$56</b>	<b>\$46</b>

CDTOA Member's paying annually dues in (1) lump sum, will receive (1) FREE driver enrollment.

TDLR Tow Trucks, Operators and Vehicle Storage Facilities	Regular	**Affiliates
Each Driver/Employee enrollment annually	<b>\$41</b>	<b>\$36</b>

\*Enrollment fees are calculated per driver/employee and includes all initial random drug and alcohol tests. Semiannual pro-rated fees begin on the 7<sup>th</sup> month of enrollment for first time enrollments only and do not apply to renewal fees.

\*\* PROOF OF AFFILIATE MEMBERSHIP IS REQUIRED FOR AFFILIATE RATES.

**NOTE:** Affiliate Member fees are based on a full year membership. If a company drops from CDTOA, CMSA, ACIC, CCAA, CCC, CTTA, CTA, twoPartner, SCCA, GDEWA, STO, TRAA, TTSA, or any other recognized affiliated organization before the calendar year ends, you will be invoiced for the difference between regular and affiliate fees.

## SERVICE FEES

**Driver/Employee Replacement**

Replacement Fee ..... **\$10**

**Training**

Supervisor Training Video Kit ..... **\$99**

Supervisor Training Video Kit (Non-clients) ..... **\$120**

Additional Test/Certification Packet ..... **\$20**

**Materials**

Company Compliance Package ..... **N/C**

All Reports, Regulation/Information Updates,

Enrollment Certificates, Company Profile,

Employee Handbooks & ID Cards ..... **N/C**

Compliance Package (replacement fee) ..... **\$50**

ID card or Employee Handbook (replacement fee) ..... **\$7**

Certificate (replacement fee) ..... **\$10**

MIS Report (non-client) 1 - 4 Drivers ..... **\$10**

5 - 20 Drivers ..... **\$20**

21+ Drivers ..... **\$30**

**Drug & Alcohol Tests** (refer to "SERVICE FEES" below)

Random Drug & Alcohol Tests ..... **N/C**

Non-Random Drug Tests (refer to definition below) ..... **\$56**

Non-Random Alcohol Tests ..... **\$46**

Split Specimen Drug Tests ..... **\$150**

**Drug Free Pool Service Fees**

General Pool minimum

50% drugs & 10% alcohol ..... **Listed Above**

\*General Pool minimum 25% drugs & 10% alcohol ..... **\$41**

Custom programs available, fees will be adjusted according to requirements. Pro-rate discount does not apply.

**\*Contact AADT for larger company pricing**

**Employee Assistance Program (Substance Abuse)**

Return-to-duty & Follow-up Drug Tests ..... **\$61**

Return-to-duty & Follow-up Alcohol Tests ..... **\$56**

Contact AADT for EAP information and SAP referral

**"AADT Reserves the Right to Modify Prices, Services and Programs Without Notice"**

## GENERAL POLICIES

**SERVICE FEES:** Non-random tests such as pre-employment, post-accident, reasonable suspicion, return-to-duty and follow-up are not included in the enrollment fee and are billed separately, this also applies to adulterated, dilute, shy bladder or cold specimens requiring re-collection. Clients are responsible for payments directly to the collection entities or MRO at the time of service for additional fees outside of the standard procedures such as observed collections, after hour collections, split specimen testing, etc.

**MULTIPLE DISCOUNTS and PRO-RATED FEES:** Enrollment fees are based on the number of DOT/PUC/DF drivers/employees each company employs and are pro-rated after 7<sup>th</sup> month. Pro-rate does not apply to TDLR or Drug Free 25% general pool.

**COMPANY POLICIES:** Each company must have a policy for controlled substance abuse & alcohol misuse implemented before initiating a testing program. The ultimate responsibility is on the employer to know the federal, state, county or city law requirements regarding employee testing. If reasonable suspicion testing will be a requirement, the company should have an individual trained in physical, behavioral, speech and performance indicators of probable alcohol misuse and use of a controlled substance. It is strongly recommended that you seek legal counsel or labor relations advise when drafting a policy and implementing a testing program.

**PAYMENT:** We accepts Checks, Money Orders, Visa, Master Card, Discover and American Express.

**All NSF check returns are subject to a \$35 fee.** Once enrolled, AADT will bill you for each new enrollment submitted (Discount will be calculated). Service is effective the day AADT receives a completed request to add or delete a new driver/employee or a completed enrollment/renewal packet and fees. Non-payment for any services or supplied materials noted above constitutes immediate suspension from AADT's programs.

**Refer to your AADT Company Consortium Agreement and Company Compliance Manual for Additional Policy Information**



AADT Company ID # \_\_\_\_\_ Company Name \_\_\_\_\_



A Medical Review Officer (MRO) is responsible for reviewing and releasing the drug test result. AADT contracts with LexisNexis as our MRO and for your convenience LexisNexis offers five different reporting methods.

**Important:** Please fill in your company's name, reporting option below and complete the authorization portion (\*including your signature) of this form and return with your enrollment.

### REPORT SELECTION

#### **CHECK ONE BOX ONLY**

- Internet Reporting – Email Address Required** \_\_\_\_\_  
This is one of the best reporting methods. It involves accessing LexisNexis's website and entering a password that they provide to bring up the results on your computer screen. The site is very secure.
- Faxboard – Secured Fax Number Required:** (        ) \_\_\_\_\_  
This method sends a copy of the result to your fax number, which must be a secure fax, immediately upon our receiving the result from the lab. **If your home number and fax numbers are the same, you should choose a different reporting method.**
- Email Reporting – Email Address Required** \_\_\_\_\_  
This reporting method allows for secure encrypted emails containing test results to be sent to the client. It requires that the client download and install software from LexisNexis's website to allow for the decryption of the email. If you choose this method, you would receive an email for each result released by our system. You can choose the required password or it can be assigned.
- Automatic Mailing**  
Test results will be sent via U.S. Postal Service, be aware with this option you will experience a time delay and you risk the chance of not receiving the result based on mail service delivery.

### Name and Signature Required for Completion\*

#### **Authorization**

LexisNexis will send you a confirmation and instruction sheet via email, fax, or mail depending on the reporting option you have chosen. Please provide information below, for confirmation purposes if not written in above:

Email Address Required \_\_\_\_\_

Fax (        ) \_\_\_\_\_

\*Authorized Contact/DER Name \_\_\_\_\_

\*Authorized Contact/DER Signature **X** \_\_\_\_\_ Date \_\_\_\_\_

(I am authorizing the Information changes listed above/)

# AADT COMPANY CONSORTIUM AGREEMENT

## CHECK ONE BOX ONLY

New Application    Renewal Application    Change Pool Status

\*AADT Company ID# \_\_\_\_\_

**\*Note all highlighted areas must be completed or AADT will not be able to process your request.**

This agreement is between the **American Alliance Drug Testing (AADT)**, a national subsidiary of C-DATA, a consortium which manages a drug and alcohol testing program designed for independent owner-operator drivers (hereinafter "AADT"), and

\_\_\_\_\_, a self-employed

*\*Please print **O-O individual's name (not DBA)** legibly in space above*

owner-operator (hereinafter "Owner-Operator" or "O-O"), which may also be a corporation, partnership, limited liability Owner-Operator, non-profit organization or government agency.

This agreement is made between the parties with the following understanding:

- I. Owner-Operator elects to participate in AADT's owner-operator consortium/third party administrator group ("C/TPA"), a drug and alcohol testing program that is compliant with the requirements of the Code of Federal Regulations, Title 49 Parts 40 & 382 as promulgated by the United States Department of Transportation ("DOT") and adopted by the State of California in CVC §34520 and satisfies the requirements of the California Highway Patrol Tow Rotation Operations.
- II. Owner-Operator elects to retain AADT to administer its drug and alcohol testing program for compliance.
- III. For purposes of this agreement the term "Independent Owner-Operator" describes a person with a commercial driver's license (CDL), who owns a vehicle that is subject to the guidelines stated under the DOT Regulations, is the driver of that vehicle and operates under his/her own authority.

*Note: The definition for an O-O in California for the MCP program is slightly different and should not be confused with definitions within Parts 40 & 382 that utilize the terms employer and driver or employee for controlled substance and alcohol testing compliance.*

**IN CONSIDERATION OF** the mutual obligations hereunder, both parties agree as follows:

### Part-1 AADT's Obligations And Responsibilities:

To administer Owner-Operator's drug and alcohol testing program AADT shall:

1. Maintain qualified random testing pools for regulated O-O drivers. Meet or exceed DOT minimum testing rates of 50% for drugs and 10% for alcohol.
2. Manage a random selection and notification program consistent with DOT controlled substance and alcohol testing requirements.
3. Contract with a laboratory certified by the Department of Health and Human Services' SAMHSA Agency. The lab will be responsible to report to the O-O the semi/annual statistical reports in accordance with the DOT guidelines or upon request.
4. Provide a network of collection facilities that follow the same standards as DOT guidelines.
5. Contract with Medical Review Officer (MRO) to provided blind specimens to the lab as required by DOT regulations. The MRO will also be responsible to report by the method of request, the drug test results to the O-O.
6. Maintain records documenting O-O's participation in AADT's random testing program and will provide O-O with these records and other compliance information within two (2) business days of O-O's request.

7. Upon O-O request by written consent AADT will release drug and alcohol testing history and information in accordance with DOT regulations. Information requested may include verification of participation in the C/TPA program, DOT test results within the last two years, or current enrollment status.

### Part-2 O-O's Obligations and Responsibilities:

To qualify for and maintain enrollment in AADT's C/TPA program, Owner-Operator agrees to:

1. Notify AADT immediately of any changes in O-O information including name, address, telephone number(s), (home, office, mobile and/or emergency numbers), etc. and be accessible for random notification at all times either by mail, telephone, fax or e-mail.
2. Notify AADT immediately of any changes in driving status including vacations, out of service, driver license changes, etc. O-O understands that if there is more than a 30-day lapse in the performance of a safety sensitive function for any reason, O-O is responsible to submit to a pre-employment drug test before returning to driving. This would include failure to re-new enrollment in a random drug and alcohol testing program after 30-days from the date of expiration.
3. Have completed a pre-employment drug screen at the time of the initial enrollment or completed the requirements applicable to DOT CFR 49 382.301.
4. Proceed immediately to the closest available qualified drug and/or alcohol collection site upon selection for random testing. *(If you are out of the area or are unsure where to go for testing, contact AADT or aadrugtesting.com for alternative sites)*
5. **Fully document any reason(s) leading to the failure to comply with all requests for a random test.** Failure to test may be considered a refusal and the same guidelines apply as a positive test result under applicable DOT regulations. Failure to randomly test may also result in termination from AADT's program and O-O agrees to the release of this information to any applicable enforcement agencies.
6. Notify AADT immediately and remove himself/herself from service upon notification from either:
  - a. A Medical Review Officer (MRO) that O-O tested positive on a drug test; or
  - b. Breath Alcohol Technician (BAT) or Saliva Alcohol Technician that O-O confirmation test result has an alcohol concentration of 0.04 or greater. (In the event of a Positive Saliva Alcohol Test Result, O-O is solely responsible for arranging for O-O's transportation by another individual to a site that provides Breath Alcohol Testing for a re-confirmation within 30 minutes as applicable under the DOT regulations.)
7. Be responsible to establish an alternate provision within O-O's company procedures pertaining to post accident testing when an authorized AADT collection site is unavailable. (e.g. out of the area, onsite needed, after hours, holidays, etc.)
8. Have available a same gender observer, if necessary, when an direct observed collection is required and the collection site is unable to provide a same gender observer.
9. Should Owner-Operator request the assistance of AADT to prepare the Management Information System Report (MIS), O-O shall contact AADT at least two (2) business days prior to the scheduled inspection date.
10. Determine whether, for purposes of substance abuse testing compliance, Owner-Operator is an employer/driver or an employee of other motor carriers. Unless notified, AADT shall assume that

O-O is an employer/driver. Owner-Operators that, for purposes of substance abuse testing compliance, deem themselves to be employees of other motor carriers may choose to sign a consent release form permitting AADT to release to third parties information regarding O-O's enrollment status, testing records and compliance with applicable drug and alcohol testing requirements. With respect to AADT, O-O waives all confidentiality rights under any law related to information of any kind authorized for release under O-O's signed release/consent form.

- 11. Accept full responsibility for understanding the obligations under and participating in AADT's C/TPA program in a manner that is compliant with the CFR 49, Parts 40 & 382.

Initial that you have read this section: \_\_\_\_\_

Part-3 Fees for Services:

- 1. For performance of AADT's obligations listed in Part-1 of this Agreement, Owner-Operator shall pay a fee according to the current pricing schedule or prior written agreement at the time of enrollment or renewal.
2. Cancellations - A refund of annual fee paid, less \$30 administration fee and any additional fees for services rendered, will be made if requested in writing by O-O within the first thirty (30) days from their enrollment date and all materials are returned, including the compliance manual, certificate, driver(s) ID card(s) and driver(s) handbook. No refund will be made in the event that O-O is terminated from AADT programs due to a material breach of this agreement.
3. AADT's fees cover all random drug and/or alcohol tests O-O will be subject to during the calendar year. O-O shall pay AADT separately for all non-random drug and/or alcohol tests, conducted at AADT's authorized sites, including pre-employment, post accident, reasonable suspicion and including random tests requiring re-collection due to adulterated, dilute, insufficient volume, temperature out of range or re-tests due to O-O error. Additional fees also apply for follow-up and return-to-duty testing; refer to AADT Price List, Form 103 for pricing.
4. Arrangement for split specimen testing fees shall be made between O-O and MRO at the time of the request, the cost of split specimen testing is not AADT's responsibility.

- 5. O-O is responsible for payment directly to collector/collection facility for any fees incurred during collection that are not included in standard collection procedures (e.g. observed collection, onsite, after hours, etc.).
6. Should O-O utilize entities for testing that are not affiliated with AADT or it's random drug and alcohol testing program, e.g., using an outside collection site necessary for a post-accident test, it is O-O's obligation to pay the cost of all fees associated with the collection, testing and reporting.
7. All NSF check returns will be subject to a \$35 handling fee.
8. O-O agrees to promptly pay all invoices or will be subject to a credit hold and penalty late fee to accrue per month starting 60 days after AADT's billing date. O-O's account will be made inactive after 90 days of non payment and O-O's information will be sent to a collections agency for payment at which time O-O is responsible for all collections fees applied by the collection agency and legal fees incurred.
9. Credit Card Charges by Phone: Payment by phone with credit card may be accepted, but the client agrees not to dispute any non-fraudulent charges once AADT products or services have been received. If enrollment is disputed without cause, the client will be dropped permanently from our program and sent immediately to collections if the dispute is not resolved to the satisfaction of both parties.

Part-4 Indemnification Obligations of O-O:

The Owner-Operator shall hold harmless AADT and any certified laboratory, medical review officer (MRO) or collection site providing services to the O-O pursuant to this Agreement, from any claim, loss, liability, damage, detriment or obligation arising from any matter other than their willful misconduct or gross negligence.

Part-5 Relationships of the Parties and Terms & Conditions:

AADT is an independent contractor and this Agreement does not create a relationship of general agent, employee, partnership, joint venture or association. Owner-Operator hereby names AADT its Agent in fact for the limited purpose of performing the duties necessary in carrying out AADT's obligations under this Agreement. This Agreement shall be governed in all respects by state law, where applicable, except to the extent specifically preempted by federal regulations.

I hereby agree to the terms of this Agreement and further acknowledge that I must participate with every aspect of this Agreement. I do recognize that AADT has the right to terminate my enrollment as a participant should I fail to abide by the terms set forth in this Agreement, including those terms outlined on the random test notifications, AADT's Price List and the back of the invoicing statements. This agreement shall be extended automatically for successive 12 month terms until you give us written notice of your desire to terminate this agreement, or this agreement is cancelled for any reason by AADT.

DO NOT ALTER, CHANGE OR CUT THIS AGREEMENT, MAKE SURE ALL FIELDS ARE PROPERLY FILLED OUT.

Company Name \_\_\_\_\_ AADT Company ID # (if applicable) \_\_\_\_\_
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
AADT, C/TPA Home ( ) \_\_\_\_\_
American Alliance Drug Testing Cell ( ) \_\_\_\_\_
National Subsidiary of C-DATA Fax ( ) \_\_\_\_\_
326 N. Euclid Avenue, Upland, CA 91786-6031
(800) 820-9314 Fax: (909) 608-2058

Print Name \_\_\_\_\_ \* Owner-Operator Signature Only \_\_\_\_\_ Date \_\_\_\_\_