

# **LWD, INC. EMPLOYER CONSORTIUM**

## **AGREEMENT FOR D.O.T. DRUG & ALCOHOL PROGRAM ADMINISTRATION**

### **2010 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 2010 Calendar 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) Distribute information regarding Employer's company policy to all affected employees.
- (c) Cooperate with **LWD, INC.** in scheduling drug and/or employees of Employer on the dates and at the locations specified by **LWD, INC.**
- (d) 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.
- (e) 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 of \$150.00. Payment shall be annually in advance, and not prorated for any late enrollments through the current calendar year.
- (b) Employers will be charged a \$55.00 fee for each drug test and \$40.00 for each alcohol test.
- (c) Employers who elect to use outside clinics that are contracted by **LWD, INC.** for collection services to conduct their testing will be charged \$65.00 for each drug test and \$40.00 for each alcohol test.
- (d) Fifty cents (\$.50) 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.
- (e) Payment to **LWD, INC.** is due ten (10) days from receipt of the invoice. **LWD, INC.** may assess a \$25.00 late charge on invoices that are past due for more than thirty (30) days.

**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.

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Company Name	Designated Employer Representative
Address	By
City & Zip	Signature
Telephone	Title
Fax	Date

**LWD, INC.**  
15705 Arrow Highway, Suite 6 B  
Irwindale, CA 91706

Phone: (626) 813-1086  
Fax: (626) 813-1088

**By:** \_\_\_\_\_  
**Will Bond, President**

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



# 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						
3						
4						
5						
6						
7						
8						
9						
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.  
15705 Arrow Highway, Suite 6B  
Irwindale, CA 91706  
(626) 813-1086; Fax (626) 813-1088

OFFICE USE ONLY

RECEIVED: \_\_\_\_\_

ACCOUNTING: \_\_\_\_\_

APPROVED: \_\_\_\_\_

CERTIFICATE: \_\_\_\_\_