



Company Information

Company Name: Titus County
Address: 100 West 1st Street Phone: 903-572-5000 Fax: _____
City: Mt. Pleasant State: TX Zip: 75455 Tax ID Number: _____

Contact Information:

The Designated Employer Representative (DER) is the person in charge of the drug testing program who can receive testing results from DATCS. We suggest adding an alternate contact person for when the DER is unavailable.

Adding or removing other representatives must be made in writing on your company letterhead or a DATCS DER Change Form. For security, to ensure we are speaking with an approved contact, we will ask for the password: **SAFETY1**.

Providing your email address gives DATCS the authorization to send testing results via email and keep you updated on news and changes with regulations.

Primary Contact Person (DER) Jimmy Parker

Cell Phone _____ Fax _____ Email jparker@co.titus.tx.us

Alternate Contact Person: _____

Cell Phone _____ Fax _____ Email _____

Alternate Contact Person: _____

Cell Phone _____ Fax _____ Email _____

Receiving Test Results:

Results will be sent to the DER's email, secure fax or can be accessed through our web page. Regulations require all results be transmitted securely. **For positive results, a direct call will be made to the DER if available.**

How do you want results sent to the Primary DER?

Fax Email Website Username _____ Password for Email & Web _____

How do you want results sent to the Alternate Contact?

Fax Email Website Username _____ Password for Email & Web _____

Fax Email Website Username _____ Password for Email & Web _____

User name and password are used to access to webpage resulting and personnel updates for deletions. **(Special characters are not supported, please use letters and/or numbers only.)**

Billing and Payment Information:

Billing Contact: _____

Address: _____ Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

Email for Invoices _____

Preferred Method for Invoices: _____ Mail _____ Email

DATCS accepts cash, company checks, and credit cards (Visa, MasterCard, Discover, and American Express).

_____ I prefer to have payments automatically charged to a company credit card.

_____ I prefer to have the initial fee charged to a company credit card, but not kept on file.

Name on Card: _____ Card Number: _____

Expiration Date: _____ Mailing Zip Code: _____ Security Code: _____

Drug & Alcohol DOT Testing Fees

DOT Drug Screen – 5 panel DOT **\$38**

Price includes lab fees, collection at all DATCS owned sites, and signed MRO report.
(Variable rates if collected at a 3rd party collection site)

Non-Regulated Post Accident - 10 panel expanded opiates **\$35**

Price includes lab fees and collection at all DATCS owned sites.
(Variable rates if collected at a 3rd party collection site)

Breath Alcohol Test **\$25**

This also includes confirmation test.
(Variable rates if collected at a 3rd party collection site)

Refusal to Test **\$15**

If donor decides to refuse the collection after forms have been completed (Refusal to test)

On-Site Collection Services by DATCS Normal Business Hours are 7:00 am – 5:30 pm

Onsite Collection- scheduled with 12 hours' notice **\$30** an hour per collector

Emergency - during normal business hours **\$50** an hour per collector

Emergency - before or after normal working hours with no advance notice **\$90** an hour per collector

Mileage (port to port) is calculated using start time and end time **Standard IRS mileage rate**

Collection hours are rounded to the nearest half hour

Third Party Collection Site Fees

DATCS has an agreement with Quest and Alere for collection charges not to exceed:

Quest Diagnostics-PSC (Patient Service Center) **\$15.75**

Alere and Quest Preferred Network Collection Site **\$21.25**

Independent third party collection site fees vary depending on third party sites **Variable Rate**

DOT Physicals

DATCS does not perform DOT Physicals but we can bill the physical as a pass thru charge so you can receive one invoice.

Additional Services Requested

DOT Compliance Management Services

DER Training

Provide DERs with adequate background knowledge of their responsibilities as a DER and assist with the understanding of the drug and alcohol testing regulations.

Complete Management Services

DATCS provides testing and record retention for DOT and Non-Regulated employees for pre-employment, random, post-accident, return-to-duty, and follow up testing.

Random Pool Management

Our software will automatically trigger DER notification when specific donors are pulled to be tested according to the pool's criteria. Results of all tests can be emailed and are available on-line through our unique integrated software. As a DER, you can generate reports 24/7 to see whether you are meeting the compliance DOT random requirement, which is our mission and goal.

Statistical Management Information System (MIS) Reports

DATCS compliance department will enter all drug and alcohol results into a data base including Pre-employment, random, post-accidents, reasonable suspension, return-to-duty, follow-up test and alcohol test results for preparing data for the annual MIS reports that will be mailed at the beginning of each new year. If audited by state or federal agencies, you must have these MIS reports to show that your company's drug and alcohol program is in compliance.

Communication

A knowledgeable and friendly Compliance Specialist is always readily available to assist you with any questions or concerns that you may encounter.

Continual Updates in Our Nationwide Collection Site Database

DATCS ONLY conducts business with Third Party Collection sites that follow drug and alcohol testing in accordance with 49 CFR Part 40 collection procedures.

Blind Specimen Submission

Tests will be sent to labs under contract with DATCS for the purpose of quality control. This is required by DOT.

Follow Up Random Program

DATCS provides a follow-up random program that is required by DOT agencies after an employee, who had a positive result on a drug or alcohol test and completes the requirement of a Substance Abuse Programmer's (SAP) recommendations, must have a return to duty test and must be put into a follow-up random program by the guidelines of the SAP.

DOT Policy Updates

There is no charge for updating your DOT policy purchased through DATCS.

DOT Audit Support

DATCS will provide MIS reports and assist with the audit questions for both federal and state agencies.

Collection Site Set Up

DATCS will coordinate collection sites nationwide for better availability and provide specimen collection supplies for testing.

Post Accident Testing

In the event of a post-accident, DATCS will assist with locating a collection site and provide the site with information to expedite the testing process 24/7.

Federal Compliance Regulation Updates

DATCS will notify the DER of any federal agency regulation changes as they occur.

Newsletter

An informational newsletter will be sent to the company representative on a quarterly basis. New and pertinent regulation changes, along with training and information will be addressed in each issue.

Compliance Management Fees

Program Enrollment Fee Includes **\$45**

Account Set-Up for Laboratories, Collection Sites, Random Pool & Customized DER handbook.

Consortium Fee for Owner Operators **Monthly** **\$20** or **Annually** 10% discount **\$216**

Consortium Fee per DOT Agency **Monthly** **\$30** or **Annually** 10% discount **\$324**

Additional Consortium DOT Agency **Monthly** **\$15** or **Annually** 10% discount **\$162**

Billed Quarterly

Billed calendar year and pro-rated

DOT Agencies

FMCSA **# of employees**

PHMSA **# of employees**

FAA **# of employees**

FTA **# of employees**

FRA **# of employees**

USCG **# of employees**

Owner Operator

Audit Services per Hour **\$30**

Submission of additional reports requested by auditors (other than the MIS report) such as National Compliance Management Service, Veriforce, Team Alert, and PAPS.

DOT Agency Drug & Alcohol Policy per Agency **\$150**

Travel Kits for Random and Emergency Testing How many do your need? **\$5**

DOT Mandated Supervisor Training Class, call for group pricing **\$150**

Classroom training for DOT supervisors to become certified in recognizing the signs of drug and alcohol abuse in the workplace and how to handle a reasonable suspicion.

Does your company need DOT Mandated Supervisor Training Class?

Yes If yes, please list names of supervisors

Name _____

Name _____

Name _____

No If no, please list names of trained supervisors date or training for audit information.

Name _____ Date _____

Name _____ Date _____

Name _____ Date _____

DOT Random Program:

All DOT employees, unless coming directly from a DOT compliant consortium, must have a DOT pre-employment test to be placed into a random pool group.

Companies with approximately 20 or **fewer** employees will be placed in a **consortium** random pool consisting of other companies and the selections will be made on a quarterly basis.

Companies with approximately 20 or **more** employees will be placed in an **Independent** random pool consisting of only that company's employees. This independent pull may be pulled monthly or quarterly.

Frequency of **Independent** random program Monthly Quarterly

Non-Regulated Testing:

Non-Regulated Drug Testing

- Pre-employment
- Post-Accident
- Reasonable Suspicion
- 24/7 Emergency
- Random

Non-Regulated Alcohol Testing

- Pre-employment
- Post-Accident
- Reasonable Suspicion
- 24/7 Emergency
- Random

Frequency of random program Monthly Quarterly

Number or % of employees to be drug tested

Number or % of employees to be alcohol tested

Non-Regulated employees may either complete a pre-employment test or the DER can submit a spreadsheet listing the employee names and social security numbers or employee ID to be added to the random pool.

Does your company need Background Services?

Yes No

What services are you currently processing?

- Motor Vehicle Record (MVR) Pre-employment and Annual ***DOT Required**
- CDLIS ***DOT Required**
- DOT Previous Employment Verification ***DOT Required**
- DOT Past Drug Test History ***DOT Required**
- PSP Crash History Report
- National Criminal Database (Instant)
- National Federal District Court Criminal
- County Criminal Record Search
- I-9 Electronic Document Service
- E-Verify

Would you like DATCS to provide you more information about background screening?

Yes No

If your company requires DATCS to add the company as an additional insured to our general liability insurance policy, then we will invoice for the additional insurance cost. These fees will be determined by the insurance company cost.

Master Service Agreement

Thank you for choosing Drug and Alcohol Testing Compliance Services (DATCS) to help implement your company's drug and alcohol testing program. As a member of DATCS, you will enhance on-the-job safety, ensure the health and well-being of your employees, and provide an exemplary drug-free workplace in the community. My staff and I thank you for your business and look forward to working with you to maintain a drug-free workplace.

Connie Hagen, President

This Master Service Agreement ("Agreement") is entered into between DATCS and the company identified below ("Company"). This Agreement provides an outline of services offered by DATCS and selected by Company, along with information concerning the manner in which services will be delivered by DATCS and paid for by Company.

Company Name: _____

Address: _____ Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

DATCS Responsibilities:

DATCS is an independent contractor that will administer a drug and alcohol screening program for the Company. All agreements and arrangements, written or unwritten, between and among employers and service agents concerning the implementation of drug and alcohol testing requirements are deemed, as a matter of law, to require compliance with all applicable provisions of 49 CFR Part 40 and Department of Transportation ("DOT") agencies' drug and alcohol testing regulations (if applicable). Under this Agreement, and unless otherwise agreed between the parties, DATCS is responsible for the following services:

1. DATCS will perform screening for Company in compliance with applicable federal and/or state law and, to the extent possible under applicable law, in compliance with Company's drug and alcohol screening program requirements.
2. DATCS can arrange for the following employee drug and/or alcohol testing services as requested in writing by Company: Pre-employment; Reasonable Suspicion; Random; Post-Accident; Return-to-Duty; Follow-Up; Company or Contractor specific, as well as background check requirements per regulation or company request. DATCS will not manipulate the random selection method in order to obtain a biased selection.
3. DATCS will provide Company with a list of approved specimen collection centers for the collection of biological specimens throughout the United States. DATCS will advise Company of any changes to the list of approved collection centers within a timely manner.
4. DATCS will utilize laboratories certified by the Department of Health and Human Services (DHHS) for the testing of biological specimens when required by Federal Testing Programs and for Non-Regulated state testing.
5. DATCS will provide a certified Medical Review Officers (MRO) contracted or employed by DATCS.
6. DATCS will maintain information regarding the status of screening in DATCS's database system and provide the transmission of these records and random notifications via facsimile, e-mail, certified mail, and/or web client portal in accordance with all applicable laws and regulations. Positive alcohol tests and refusals to test will be reported directly to the DER by the service provider.
7. DATCS will maintain records on behalf of the Company including but not limited to Employee drug and/or alcohol records, chain of custody forms (CCF) as required by law, and any supplementary forms used to facilitate the collection process.
8. DATCS will provide management information (MIS) reports to agencies as required by law or contractor. Only the information that is provided to DATCS can be included in the MIS report and Company is responsible for information that is not included.

9. DATCS will provide audit support for any state or federal agency.

Company and/or its DER (as identified by Company) are responsible for the following under this Agreement:

1. Responsible for providing any and all information that DATCS determines necessary to perform screening, including but not limited to updating personnel listings, addition or deletion of random pool groups, a complete list of Company locations, and whether Company is subject to federal testing laws. Company is solely responsible for the accuracy and completeness of the information provided to DATCS.
2. Responsible for the selection and identification of the Designated Employer Representative (DER) and/or alternate contacts with whom DATCS will communicate.
3. Responsibilities include, but are not limited to, updating employees in the random pool, and authorizing account changes. DER 24/7 availability for receiving positive drug and/or alcohol test results.
4. Company agrees to abide by all applicable federal, state and local laws and regulations, including but not limited to, confidentiality and reporting requirements. Violations of non-compliance may be subject to account termination for our liability.
5. Company will comply with Section 604(b)(3) of the Fair Credit Reporting Act prior to denying employment to an Employee or making any other decision for employment purposes that adversely affects Employee based in part or in whole on Background Screening Information pertaining to Employee provided to Company by DATCS.
6. Company agrees to make all determinations as to whether subject individuals should be tested on a "reasonable cause/suspicion" or "post-accident" basis, and Company shall indemnify and defend DATCS and its employees and agents against any and all claims, proceedings, or damages arising out of such determination.
7. Company is responsible for maintaining the security and confidentiality of the transmission of drug and/or alcohol test results.
8. Company is responsible for submitting Substance Abuse Professional (SAP) reports to DATCS to assist in the completion of the Company's employee assistance program (EAP).
9. If this Agreement is terminated for any reason, Company assumes full responsibility for administration of its corporate and/or federally mandated drug and alcohol testing programs immediately upon termination of this Agreement, including but not limited to: (i) reporting, (ii) records maintenance; and (iii) ensuring confidentiality and security of any information after the termination date. DATCS will provide Company with any information pertaining to the Company and within the possession of DATCS necessary for this transfer of responsibility.
10. Company shall use any information derived from the screening ("information") records in accordance with applicable law and for the sole purpose of evaluating a current or prospective employee's employment, promotion, reassignment or retention. Company shall treat any information concerning employee as proprietary and confidential, and shall not disclose the information to any other individual, entity, or third-party, except as required by applicable law or in accordance with a court order.
11. Company is solely responsible, once notified by DATCS of randomly selected employees, for completing the random selection during the designated time. The DER is responsible for notifying DATCS of the reason an employee does not complete their random drug and/or alcohol test for the purpose of federal audits.

General Terms and Conditions: The following general terms and conditions shall govern the parties' relationship during the term of this Agreement.

1. **Services to be provided.** DATCS agrees to provide services to Company as indicated above ("Services"), pursuant to the general terms and conditions expressed herein, including all applicable addenda, pursuant to the terms and conditions of this Agreement.
2. **Term of Agreement.** This Agreement shall be effective from the date it is signed by Company and accepted by DATCS for a period of twelve (12) months. This Agreement will automatically renew after its initial term for an additional one-year terms unless either party terminates the Agreement pursuant to the Termination provisions provided herein.

3. **Coordination of Activities.** DATCS will coordinate Services and communication first through Company's primary contact, as designated. If Company's primary contact is unavailable, DATCS may coordinate Services and communications through the secondary contact. Company shall notify DATCS in writing of any changes to the contact designations within five (5) business days of such change.
4. **Indemnification.** DATCS is an independent contractor hired by Company solely to administer the services requested by Company and described in this Agreement. Company agrees to indemnify, defend, and hold harmless DATCS, its officers, directors, affiliates, agents, and employees ("DATCS indemnified parties") from, and pay any and all damages directly or indirectly resulting from, relating to, arising out of or attributable to, any action or omission on the part of company, its agents, employees, and/or potential employees. DATCS agrees to indemnify, defend, and hold harmless company, its officers, directors, affiliates, agents and employees ("company indemnified parties") from, and pay any and all damages directly or indirectly resulting from, relating to, arising out of, or attributable to, any action or omission on the part of DATCS, its agents and/or employees. "Damages" means all damages (including incidental and consequential damages), losses, liabilities, payments, amounts paid in settlement, obligations, fines, interests, assessments, penalties, costs (including reasonable fees and expenses of outside attorneys, accountants, other professional advisors and expert witnesses, and internal costs) of investigation, preparation, and litigation in connection with any action or threatened action, and other costs and expenses of any kind or nature whatsoever whether known or unknown, contingent or vested, matured or un-matured, and whether or not resulting from third-party claims. DATCS and company shall use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the services.
5. **Pricing & Payment Schedule.** Pricing for all Services shall be in accordance with the fee schedule attached in the appropriate addendums (the "Fee Schedule"). The Fee Schedule may be modified by DATCS by providing thirty (30) days written notice to Company of such modification. All fees due and payable under this Agreement in connection with Services provided by DATCS to Company shall be paid to DATCS by Company as billed and within fifteen (15) days of receipt by Company of an invoice from DATCS.
6. **Termination of Agreement.** This Agreement may be terminated by either party by providing at least thirty (30) days written notice to the other party of such termination prior to the expiration of the then current term of this Agreement. If Company desires to terminate this Agreement, Company agrees that it will pay DATCS for all Services provided to Company prior to termination of this Agreement.
7. **Intellectual Property.** The Parties acknowledge that trademarks, trade names, service marks, copyrights, programs, software (including but not limited to source code and scripts), techniques, enhancements, documentation, business models, pictures, audio, multi-media materials, manuals, ideas, or formulas provided or utilized by DATCS, or developed by DATCS, or its providers ("Intellectual Property Rights") shall remain the sole and exclusive property of DATCS or its providers. Nothing in this Agreement grants to Company the use, ownership, or display of the Intellectual Property Rights without DATCS's prior written consent to each such instance. This provision shall survive the termination of this Agreement.
- a. **Miscellaneous.**
 - a. This Agreement will be construed under the laws of the state where the collection is made, except where preempted by federal law.
 - b. Each party agrees to comply with all applicable state and local laws, and agrees to use reasonable efforts to inform the other party of any state or local laws that could affect that party's performance under this Agreement.
 - c. DATCS shall not be liable to Company for failure or delay in performance that results from, or is due to, directly or indirectly, and in whole or part, any cause or circumstances beyond the reasonable control of DATCS.
 - d. This Agreement, including, without limitation, the indemnification provisions, shall inure to and bind the permitted successors and assignees of the parties. Neither Company nor DATCS shall assign or transfer this Agreement without the prior written approval of the other party.
 - e. Nothing herein shall be construed as limiting DATCS's rights to subcontract or outsource services.
 - f. In the event any portion of this Agreement shall be determined to be invalid or unenforceable, that portion will be null and void, and the remainder of this Agreement will continue to be valid and enforceable to the extent permitted by applicable law. No term or provision shall be deemed waived and no breach

excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

- g. This Agreement constitutes the entire agreement between the parties and it supersedes all other Agreements and representations, oral or written, expressed or implied. Except for changes to the Fee Schedule as provided herein, no modification or amendment of this Agreement shall be enforceable unless in writing and executed by the parties.
- h. Notwithstanding any other provisions in this Agreement, the obligations, rights and remedies for all indemnity, limitation of liability, and confidentiality obligations set forth in this Agreement shall survive the termination or expiration of this Agreement.
- i. This Agreement has been freely and fairly negotiated among the parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by both parties, and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement.
- j. The parties understand that this Agreement is for the sole benefit of DATCS and Company, and no third party shall be deemed a "third-party beneficiary" of this Agreement.
- k. If either party retains an attorney to enforce the provisions of this Agreement, the party prevailing in litigation is entitled to recover its attorney fees and court costs.
- l. Except where specified herein to the contrary with regard to delivery of the Services, all notices, requests and other communications under this Agreement shall be in writing and shall be delivered in person, sent by certified mail, return receipt requested, electronic mail (with proof of delivery), facsimile, or delivered by recognized expedited delivery services, addressed at the addresses provided above for the Company and DATCS. Either party may change its address by providing notice of such change in the same manner.
- m. The parties represent and warrant that the persons executing this Agreement on behalf of DATCS and Company are officers of said parties and are duly authorized to execute this Agreement on behalf of the parties.

Your signature below authorizes DATCS to commence activities for your company, including permission to receive all test results on your behalf.

Drug and Alcohol Testing Compliance Services

Company Name

DATCS Representative

Company Representative Signature

Date

Date