

### National Safety Compliance, Inc P.O. Box 3160 Laguna Hills, CA 92656



### Company/Employee Service Questionnaire

1.	Company Name:			
2.	Company Address:			
3.	Company Phone #:			
4.	Company Fax# :			
5.	Company City:			
6.	Company State:			
7.	Company Zip:			
8.	Company DER/Representative:			
9.	Driver 1 Name:			
10.	Driver 1 SSN (Last 3 only!)			
11.	Driver 1 Driver License#:			
12.	Driver 2 Name:			
13.	Driver 2 SSN (Last 3 only!)			
14.	Driver 2 Driver License#:			
15.	Driver 3 Name:			
16.	Driver 3 SSN (Last 3 only!)			
17.	Driver 3 Driver License#:			
18.	Driver 4 Name:			
19.	Driver 4 SSN (Last 3 only!)			
20.	Driver 4 Driver License#:			
21.	NSC Rep creating enrollment package:			
22.	ENROLLMENT EXPIRATION DATE:			
Which	Consortium?  Owner Operator Calif. PUC			
	☐ Taxi ☐ Teamsters			
NETW	ORK Clinic Name: Clinic Phone #:			
Full Clinic Address:				
	\$\$TT			

\*\*Use current year end date for enrollment expiration date!!!\*\*

(If after Nov 1 of current year put the end of the following year - e.g. Signup date  $11/05/2008 = \frac{12/31/2009 \text{ as expiration date}}{12/31/2009 \text{ as expiration date}}$ 

All Owner Operator (DOT) Companies in Drug Pak have One (1) asterisk in front of their company name; All P.U.C. (NON-DOT) Companies in DrugPak have Two (2) asterisks in front of their company name; All Taxi Cab Companies (NON-DOT) have Three (3) asterisks in front of their company name.

Print all pages from Page 3 forward then place "Sign Here" post-it flags in applicable areas on the following documents (Also place red post-it flag with "Return to NSC" written on it on both pages):

- 1. Contract (Page 4 & 5).
- 2. Add/Delete Sheet (Complete and return one for each participant) **Pg 8.**

### PRE-EMPLOYMENT DRUG TEST

Complete and enclose an applicable Custody and Control form for a Pre-employment drug test. Use Quest "FORENSIC" Account# 80163157 for NON-DOT P.U.C. tests; Quest "FEDERAL" Account# 80152952 for DOT Owner Operator tests and Quest FORENSIC "NSC House Account" forms for Taxi Cab Companies.

\*\*If this is for a re-enrollment where the participant has been out of the pool more than 30 days!!! (Treat this employee the same as a NEW enrollment AND USE NEW ENROLLMENT PACKAGE <u>NOT</u> this re-enrollment package)\*\*

DO NOT USE P.U.C. FORMS FOR TAXI CAB COMPANIES!!! (ONLY Use NSC's NON-DOT (Forensic) Custody & Control form and select 5-PANEL test NOT TEN (10-Panel)!!!!!!



### NATIONAL SAFETY COMPLIANCE, INC.

"Federal D.O.T. Certified Inspectors"

Re: Re- Enrollment in Small Company Drug Testing Consortium (Owner Operator, Ca. P.U.C. or Taxi Cab)

Dear valued client:

Included in this package you will find all of your materials for your renewing employees' enrollment in our Drug & Alcohol testing consortium. To complete the re-enrollment process, please complete the following ASAP and return requested items:

- 1. Your company Representative must sign and return the Contract (**Page 4 & 5**) to National Safety Compliance, Inc. ASAP
- Complete the enclosed Add/Delete Sheet and return one for each participant by mail with signed contract. (Pg 8) BE SURE TO COMPLETE THE <u>COMPANY</u>
   INFORMATION ON THE TOP OF THE FORM AND THEN THE CURRENT DRIVER/EMPLOYEE INFORMATION IN THE CENTER OF THE FORM.

Also keep a blank copy of this Add/Delete sheet for your records. Fax this completed form to (949) 472-9439 anytime you need to update your company address, add or remove an employee or change employee data (address, phone etc.)

After all forms are completed as requested please return to:

National Safety Compliance, Inc. P.O. Box 3160 Laguna Hills, CA 92654-3160

Thank you for using us to help you with your Regulated Drug and Alcohol testing needs! If we can be of any assistance when completing this package, please do not hesitate to call us at (949) 472-0645.

Sincerely,		
NSC Representative		

#### National Safety Compliance, Inc.

#### Owner Operator/Small Company/P.U.C./Taxi Drug & Alcohol Misuse Testing Consortium Service Contract

Whereas,	_("Carrier") requires medical, educational, and administrative
services for the purpose of compliance with Federal ar	nd/or State Law and regulations with regard to driver/employee
controlled substance & alcohol misuse testing: and Wi	hereas National Safety Compliance, Inc. ("Provider") is in the
business of supplying medical, educational, and admir	nistrative services to the transportation industry;

Carrier and Provider agree as follows:

- 1. The term of this agreement will be the date the agreement is signed until December 31 of the same year.
- 2. Provider will assist Carrier in the development of a controlled substance & alcohol misuse policy consistent with the Federal Regulations 49 CFR Part §382 effective January 1, 1996.
- 3. Provider will contract with qualified collection sites of the Carrier's choice who agree to perform collection services for free, and Medical Review Officer (MRO), and will provide necessary training and certification for Carrier's collection site in accordance with 49 CFR Part §382 of the Department of Transportation (DOT) Code of Federal Regulations. Provider will assume responsibility for providing collection sites with all necessary forms, collection materials, shipping materials, and instructions for proper collection, handling and shipment. Should Carrier decide to have an independent collection site perform donor specimen collection, it is the sole responsibility of the Carrier to ensure all additional expenses for services performed outside of National Safety Compliance, Inc. as well as chain of custody liability until such time as the specimen reaches a SAMHSA Certified Laboratory.
- 4. Provider will be responsible for all transportation costs of the urine specimen by overnight courier service to a SAMHSA certified laboratory.
- 5. Provider will contract directly with the SAMHSA certified laboratory to provide drug-testing services according to and in compliance with applicable Department of Transportation regulations. Provider will establish a "no test" policy with said SAMHSA certified laboratory to ensure that no specimen will be tested if the Chain of Custody and Control Form should be incomplete, inadequate, or should the integrity of the chain of custody be in question.
- 6. Provider will arrange to receive and will receive drug test results electronically from said SAMHSA certified laboratory.
- 7. Provider will store all negative laboratory results for a minimum of one (1) year, and all positive laboratory results will be stored for a minimum of five (5) years, or as required by Federal Regulations.
- 8. Provider will validate and report to Carrier all true positive results in accordance with nationally accepted standards of medical judgement, to the extent that said standards are consistent with the Department of Health and Human Services Guidelines, and the Carrier's controlled substance & alcohol misuse policy. Provider will refer all drivers who test positive to a Substance Abuse Professional (SAP) for assistance with substance abuse.
- 9. Provider will report to Carrier all negatives, all false positive, and all invalid or inconclusive test results as negative in accordance with Department of Health and Human Services and Guidelines.
- 10. Provider will conduct alcohol misuse testing for Carrier in accordance with Federal Regulations 49 CFR Part §382. Provider will refer all donors who test positive for alcohol misuse to a Substance Abuse Professional (SAP). All results will be reported to carrier as soon as practicable following testing. Provider will store all negative results for alcohol testing as stated in section (7) of this contract.
- 11. Provider will be responsible for maintenance of the "Random Testing" program in accordance with the Department of Transportation, P.U.C. and Federal Highway Administration Guidelines. On a periodic basis to be determined jointly by Provider and Carrier, Provider will generate a random sampling of drivers

and/or terminal locations. Carrier will provide MRO with employee database for generation of said random selections. Provider will random test for controlled substances at a rate of 50% the first year and 50% the consecutive years, at a minimum. Provider will also random test for alcohol misuse at a rate of 25% the first year and 25% the consecutive year, at a minimum.

- 12. Provider will provide an electronic reporting protocol, for reporting results, and other pertinent information to Carrier in a timely manner. Provider will further provide Carrier with annual summary reports as required by law.
- 13. Provider agrees to be reasonably available for expert witness testimony and opinions as is reasonably required by Carrier or Carrier's legal counsel.
- 14. Provider will coordinate and administer Carrier's Blind Performance Testing Program for Quality Assurance of Carrier's SAMHSA certified laboratory, in accordance with 49 CFR Part 40.
- 15. Carrier agrees to make payment to Provider within thirty (30) days of presentation of Provider's invoice for services rendered pursuant to this Agreement. Payments not received shall bear interest at the maximum rate of interest provided by law. Any returned checks are subject to a TWENTY FIVE DOLLAR (\$25.00) service fee.
- 16. Carrier agrees to hold Provider harmless for any of the following reasons: For errors or omissions, negligence on the part of the Carrier, or actions taken by the Carrier not in accordance with Federal Regulations, or Carrier's Controlled Substance & Alcohol Abuse Policy.
- 17. Provider agrees to indemnify and hold Carrier harmless for any of the following reasons: errors or omissions, negligence on the part of Provider, or actions taken by Provider not in accordance with Federal Regulations, or Carrier's Controlled Substance & Alcohol Abuse Policy.
- 18. Carrier agrees that provider will be its sole and exclusive provider of services specified in this agreement and that the Provider has set the fees and conditions in reliance of said exclusively. In the event of a default on the part of Carrier; Carrier will be invoiced for educational services and other services rendered based in Providers customary fees for services.
- 19. This agreement is governed by the Laws of the State of California.
- 20. The provisions of this agreement are severable. The invalidation of any provision of this agreement deemed invalid in any proceeding shall not invalidate any other provision of this agreement.

	"Carrier" - Company Name
National Safety Compliance, Inc. Company Representative Signature	Signature of Carrier Representative
Company Representative Signature	
Print Name	Print Name
Date	Date

### NATIONAL SAFETY COMPLIANCE, INC. SUBSTANCE ABUSE DIVISION

This certifies that the bearer of this card is enrolled in a Random Drug and Alcohol Program in accordance with 49 CFR Part 382 of the Federal Motor Carrier Safety Regulations.

Name: CDL:

SSN: XXX-XX-X Card EXP:

See Additional Information on Back

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#### **TERMS AND CONDITIONS**

This card is the property of National Safety Compliance, Inc. This card is subject to revocation in the event the bearer of this card violates mandated drug and alcohol testing rules or regulations. This card shows proof of participation in an approved drug and alcohol testing program. If there are any questions regarding the authenticity of this card and/or the status of bearer, please call 1-949-472-0645.

National Safety Compliance, Inc. P.O. Box 3160, Laguna Hills, CA 92654-3160

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National Safety Compliance, Inc. P.O. Box 3160, Laguna Hills, CA 92654-3160

## NATIONAL SAFETY COMPLIANCE, INC.

Presents This

# Certificate of Enrollment To

THE BEARER OF THIS CERTIFICATE IS ENROLLED IN A DRUG AND ALCOHOL TESTING PROGRAM IN COMPLIANCE WITH FMCSA FEDERAL REGULATIONS SET FORTH IN 49 CFR PART 40 & PART 382

This certificate expires:						
3,0						
Carrier's Drug Program Manage	er (Printed Name)	<u> </u>	National Safety Compliance, Inc Representative			
Signature			Signature			