

COMMERCIAL SAFETY CONSORTIUM (CSC) CONTRACT AGREEMENT

CLIENT INFORMATION:

Company Name: _____ Phone Number: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Physical Address: _____ City: _____ State: _____ Zip: _____
 Program Contact Name: _____ Fax Number: _____
 DOT Number: _____ E-Mail Address: _____

SERVICES PROVIDED BY: COMMERCIAL SAFETY CONSORTIUM

To meet Client's requirements for a comprehensive drug testing program to include D.O.T. specifications, CSC will provide services to Client to aid in its management efforts of this program. The annual program administration fee includes the following services which will be started immediately and will continue for 12 months from the enrollment date or as periodically extended per this agreement.

1. **CONFIDENTIAL LABORATORY TESTING SERVICES**, including an initial screen (EMIT) and a confirmation test (GC/MS).
2. **MANAGEMENT CONSULTING**
3. **AN "800" TELEPHONE NUMBER** to assist management with any questions arising during everyday operation of their substance abuse program.
4. **FEDERAL REPORTING ASSISTANCE** including compliance information with present regulations.
5. **RANDOM DRUG/ALCOHOL TESTS** for Employee(s) enrolled in this Testing Program less the collection fee. All drug testing will meet D.O.T. requirements by a HHS Certified Laboratory. The alcohol test will conform to Part 40 Guidelines.
6. **MEDICAL REVIEW OFFICER (MRO)** review of drug tests as required.
7. **RANDOM DRUG SELECTION** of drivers by a random selection software program using a rate of 25%, testing, reporting, and administration as required by State and/or Federal law/regulation.
8. **RANDOM ALCOHOL SELECTION** of drivers by a random selection software program using a rate of 10%, testing reporting and administration as required by State and/or Federal law/regulation.
9. **SUBSTANCE ABUSE POLICY**
10. **RETURN-TO-DUTY MONITORING**

ADDITIONAL SERVICES Available for an additional fee, are services on a "per incident basis" such as the drug tests that are required for pre-employment and follow-ups. Your company should have at least one drug test on file for each of your drivers.

SERVICE FEES

Client will pay CSC according to the following rate and schedule for the TERM of converge:

Program Fee for 1 Participant (Each Additional Participant \$65.00)	<u>\$240.00</u>
Number of Additional Participants: _____ X \$65.00	\$ _____
Additional Fee For: _____	\$ _____
Total Due:	\$ _____

RANDOM TESTING STARTING: _____ NOTE: Program renewal fees will be due 30 days in advance of 12 months from this date because program coverage effectively starts at the random testing starting date. By this agreement, Client agrees to obtain services described herein at the fees set forth. The TERMS AND CONDITIONS on the reverse side (or attached) are part of this agreement.

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PRINTED NAME: _____ AUTHORIZED SIGNATURE: _____ TITLE: _____
 DATE: _____

Please make checks payable to TNT, Inc.

Mail to: TNT, Inc. 41 Gauthier Drive, Suite 3, Essex Junction, Vermont 05452 Ph: (802) 879 -9985

A service of Transportation Network Training, Inc.

www.tntvermont.com

TERMS AND CONDITIONS

CLIENT'S DUTIES: Client will be responsible to conduct drug tests, be responsible to assure that client's drivers and supervisors have had applicable training, posting notifications, etc. and to maintain records as required by applicable laws or regulations, provide written notice of changes in roster.

CSC DUTIES: CSC is responsible for random selection (at a 25% rate for drugs and 10% rate for alcohol) using a computerized system; notification by written document in the event an employee is selected; specimen collection sites set-up convenient to Client's location with express delivery of specimen to a HHS certified laboratory; MRO review of tests as required; reporting of results in the shortest possible time and all forms necessary.

INDEPENDENT CONTRACTORS: Contractor and the Client are independent contractors; neither party shall bind or attempt to bind the other without the other's prior consent. Each party is responsible for the acts and omissions of itself, its Employees and representatives, and each party shall indemnify and save the other harmless from all liabilities, damages and cost resulting from any act or omission made by itself, its Employees or representatives.

GOVERNING LAW: This agreement shall be governed in all respects by the laws of the State of Vermont.

TERM: This Agreement shall have a minimum term of one (1) year from its commencement date and shall thereafter be automatically renewed for consecutive one (1) year terms unless either party gives written notice of termination to the other at least thirty (30) days prior to the end of the one (1) year term then in force, such termination to be effective on the last day of the one (1) year then in force. If client is not current in fees due to Contractor, Contractor shall have no obligations under this agreement.

INCREASE IN FUTURE CHARGES: An increase in any component of product or service charges in future years (or when applicable mandated laws or regulations change during a term) may be proposed by Contractor and agreed to by Client, provided that if Client does not object to such a proposed price increase within fifteen (15) days of receiving an invoice, this Agreement shall be deemed to be amended to reflect the increase in charges. In the event that Client does object to such a proposed price increase within the fifteen (15) day period, this Agreement shall continue without such proposed price increase, but Contractor may at any time thereafter terminate this Agreement by giving ten (10) days prior written notice to Client. In this event, Client must return all Contractor Provided Materials.

DEFAULT: All renewal fees are due 30 days before the beginning of a renewal period. All other fees are due on a net ten (10) day basis from date of invoice. If Client defaults in any of the terms and conditions of this Agreement, Client shall be liable for any and all charges and costs incurred by Contractor, including reasonable attorney's fees. In the event of such default by Client, Contractor shall have no obligations under this agreement and shall have the right to discontinue service. During the period of this default, Interest shall accrue at the rate of 5% per month on any monies due Contractor.

ENTIRE AGREEMENT, AMENDMENT: This Agreement constitutes the entire agreement among the parties. Other than permitted changes in this agreement, any alteration or deviation from the specification or terms of this Agreement will be effected only by a written amendment executed by both parties.

SEVERABILITY: If any provision of this Agreement is found to be invalid or unenforceable, the enforceability or validity of the remaining provisions shall be unaffected.

INDEMNIFICATION: Client expressly agrees to defend, indemnify, and hold harmless Contractor from and against any and all damages, penalties, fines, and liabilities including attorney's fees, resulting from implementing this program. The terms and provisions of this paragraph shall survive the term of this agreement and the consideration supporting this Agreement reflects this condition.

CHANGE IN MANDATED REQUIREMENTS: If any federal and/or state law and/or regulation related to mandated coverage for the D.O.T. drug and/or alcohol testing program is changed after the enrollment date, Contractor will advise Client of any resulting price increase for the remaining portion during any then current term. If this is not acceptable to Client, they, upon written notification to Contractor within 14 days of the date of invoice, may cancel program coverage with no further obligation for either party.