



**ERMA**  
EMPLOYERS RISK MANAGEMENT ASSOCIATION



## Agreement For

### A DRUG-FREE WORKPLACE PROGRAM

for

**(Insert Company Name)**

#### Parties

Admin2000 Powered by ERMA will provide Drug-Free workplace program tools to aid the Client company, **(Insert Company Name)**, hereinafter referred to simply as the **Client**, in realizing the benefits of promulgating awareness of drugs in the workplace and deterring its members, clients and employees from being active participants in substance abuse. Furthermore, adhering to a policy and a philosophy that does not condone or permit the deleterious effects that drug and alcohol abuse have on the overall efficiency, profitability and productivity of client companies.

#### Overview

The Drug-Free Workplace policy incorporates the necessary provisions and language required by the State of Florida in the Florida Statutes 440.101 and 112.0455, as well as Chapter 59A-24. Drug-Free Workplace Standards and the DOT CFR 49, part 40 Regulation where applicable.

The Drug-Free policy is written to explicitly detail (1) the ramifications of discovery by the employer of an employee's abuse of drugs and/or alcohol, (2) effects on the employee's rights to workers compensation pursuant to post-accident drug testing (following an on-the-job accident) disclosing the presence of drugs/alcohol in the injured employee's system (3) and the provisions made by the employer to furnish rehabilitative assistance to employees with substance abuse problems.

This Admin2000 Powered by ERMA Drug-Free agreement outlines the responsibilities of the Client and the ramifications if a member does not implement the pre-employment Drug Test to all new/potential employees before they are officially hired by the member company. The Client's worker's comp insurance carrier could force retroactive forfeiture of the 5% discount as a result of the Client not testing as required for pre-employment or post-accident. Client/member also agrees to notify Admin2000 Powered by ERMA promptly of any and all new hires and any testing requested.

Admin2000 powered by ERMA provides the tools you need to help you establish and manage a successful Drug Free program. It is up to each client to use those tools to stay in compliance within their industry's standards. Admin2000 powered by ERMA is not responsible for the failure of the client to implement, monitor and manage their Drug-Free program.

#### Scope of Work

Admin2000 Powered by ERMA shall render all services specified in the agreement for the client. The services shall be performed in accordance with such requirements or restrictions as may be lawfully imposed and duly warranted by Admin2000 Powered by ERMA, under the Drug-Free Workplace provisions required by the State of Florida in the Florida Statute 440.101 and 112.0455, as well as Chapter 59A-24 Drug-Free Workplace Standards.

Admin2000 Powered by ERMA will make every effort to warrant that this program shall include change revisions in the Drug-Free Workplace program.

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404 Great Oak Drive, Waite Park, MN 56387

Phone: 1-800-588-1852

Email: info@Admin2000.net

The standard Drug-Free program includes: one Drug-Free Workplace Office Manual with the necessary forms; notification letters and reports; a Drug-Free Workplace Policy Statement; program training material aids; EAP resources referral file; fact sheets and literature; pre-employment consent forms and sample letters; step-by-step testing instructions; training material for Managers, Supervisors and Employees with information about the facets of a drug-free workplace environment; on-site Administration training for the Client's program administrator; first year membership in the program; a toll free telephone help line support to provide the Client with access to the Admin2000 Powered by ERMA consultants and to provide assistance when needed.

### **Drug Testing**

The Drug Testing Program is activated by the enrollment of the client company in Admin2000 Powered by ERMA's Drug Testing Program. **Active drug testing is required by the Florida Statutes and testing is mentioned in four specific situations:**

1. Job applicant/Pre-employment **(Required)**
2. Reasonable suspicion (Post Accident is classified as a reasonable suspicion test) **(Required)**
3. Routine fitness for duty (if currently required)
4. Follow-up to an EAP program
5. Random Testing (Optional)

Random selection testing is optional for non-DOT compliance requirements. Random testing rounds out any testing program and ensures that the client company will fully realize the benefits that accompany a truly drug-free workplace environment. Benefits include increased productivity, lower medical costs, lower turnover, and lower absenteeism. The random testing program does provide the major deterrence for employees not to abuse drugs and alcohol. The client company, if non-DOT, can specify the testing percentage and frequency of the test cycles in Admin2000 Powered by ERMA 's true-random selection computerized program.

The services available to the client as members of Admin2000 Powered by ERMA's Drug Testing Program are:

- **Drug Screen Testing for: Pre-Employment, Reasonable Cause, Follow-Up, Fitness for Duty and Random Selection, if requested.**
- **5, 6, 8, and 10+ panel testing available**
- **Instant Test Result reporting and paperless Chain of Custody & Control forms.**
- **Certified Collection Sites (May be subject to additional fees if a collection site is used and is not on the Admin2000 Powered by ERMA approved collection site list)**
- **HRS and SAMSHA Certified Laboratories**
- **Medical Review Officer Interpretation  
{Negative and positive confirmation test results}**
- **State of Florida Compliance**
- **5 Year Record Retention Service**
- **Periodic Summaries of Tests Conducted**

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The HRS/SAMSHA approved labs that will be providing the Client's drug testing services are:

**LabCorp, 1904 TW Alexander Dr., Research Triangle Park, NC 27709 (919) 572-6900**

**Quest Diagnostics, 3 Giralda Farms, Madison, NJ 07940  
(800) 222-0446**

Your Certified MRO will be:

**Dr. David Nahin, M.D., 9501 Northfield Blvd, Denver, CO 80238  
Phone: (877) 295-3381  
Fax: (303) 595-5263**

### **Relationship**

Admin2000 Powered by ERMA shall exercise full control and direction over the subcontractors and employees of Admin2000 Powered by ERMA performing the work covered by this agreement. Neither Admin2000 Powered by ERMA, nor its employees, agents or subcontractors shall be deemed to be employees of the Client.

It is understood that Admin2000 Powered by ERMA is an independent contractor for all purposes and at all times and is wholly responsible for withholding and payments of all federal, state and local income and other payroll taxes with respect to its employees.

### **Billing and Payment**

Admin2000 Powered by ERMA is wholly responsible for payment of all fees and/or charges due the subcontractors and/or vendors of Admin2000 Powered by ERMA which are collected from Client for any and all drug tests provided for in this agreement.

Client shall pay Admin2000 Powered by ERMA for its performance under this agreement in accordance with the membership fee quoted and the fee charged for each Drug Screen Test described in the agreement. There will be a \$40.00 NSF fee on all returned checks.

All payments are due at the time that services are rendered, in the form of guaranteed payment via ACH or Credit Card Auto pay. Admin2000 Powered by ERMA shall submit paid invoices for all work performed under this agreement. Invoices shall indicate the work performed for which billing is rendered and shall be in accordance with the fees prescribed in this agreement. Invoices shall be submitted to the client prior to payment withdrawal.

Failure of the Client to make any payment available required by this agreement shall constitute a default of the agreement and Admin2000 Powered by ERMA, in addition to its other remedies, shall at its option without further obligation have the right to terminate this agreement & testing accounts upon thirty (30) days written notice of default.

### **Expiration/Cancellation**

Upon expiration of the initial agreement term, the agreement shall automatically renew itself from year-to-year subject to termination by either party upon thirty (60) days written notice. Either party may, at the end of the first nine (9) months, give written notice of its intention to terminate at the end of the initial agreement term. When this agreement is terminated, then and in that event, the parties shall reconcile any outstanding payments due to reflect the amount Admin2000 Powered by ERMA is entitled to receive under this agreement for services performed prior to the date of termination.

Thereafter, Client shall pay Admin2000 Powered by ERMA monies due and owing after such account reconciliation, if any, or Admin2000 Powered by ERMA shall refund monies due and owing Client after such adjustment, if any.

Upon termination of this agreement, the undersigned agrees to return all materials and sales items along with pertinent Client records to Admin2000 Powered by ERMA.

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**Nondiscrimination**

Both parties to this agreement shall comply, at their own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws and regulations applicable to the work as an employer of labor or otherwise.

Both parties to this agreement agree not to discriminate against any employee applicant for employment because of race, color, religion, sex, age, national origin or handicap.

**Agreement and Notices**

The provisions of this contract constitute the whole and entire agreement between Admin2000 Powered by ERMA and Client and may be modified and altered only by mutual agreement, reduced to writing, executed by authorized representative, and delivered to each other.

Whenever a change in fees for Drug Screen Test or contract fee becomes necessary under this agreement, Admin2000 Powered by ERMA will notify, in writing, the client thirty (30) Days in advanced of the proposed changes.

**Indemnification**

Admin2000 Powered by ERMA agrees to indemnify, defend, and hold harmless the Client and their employees and agents from any claims, demands, actions, damages, cost, and/or expenses, attorney’s fees and all other liabilities and expenses, of any kind, from any source to which the Client may be subject as a consequence of or as a result of any error, act, omission, tort, intentional tort, willful miscount or any other negligence on the part of Admin2000 Powered by ERMA and/or its employees, agents, or independent contractors based on Admin2000 Powered by ERMA’s performance of its obligations under this agreement, unless the complaint of actions of Admin2000 Powered by ERMA were taken at the specific request of the Client.

The Client agrees to indemnify, defend and hold harmless Admin2000 Powered by ERMA with respect to any claims, demands, actions, damages, cost, and/or expenses, to which Admin2000 Powered by ERMA may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful miscount or any other negligence on the part of the Client and/or its employees.

**Fees**

In the event the Client does not use an Admin2000 Powered by ERMA certified lab collection site, that collection service will result in a collection fee to the Client. Samples that are collected at a site not on Admin2000 Powered by ERMA's current list of approved collection sites could result in additional fees. If a collection fee is applicable, the collection fee will be invoiced separately and typically are at rates not exceeding \$25.00 per individual collection. On-site collections are available.

**Additional Services & Fees:**

<b>Federal Drug Tests</b> (7 Panel)	\$ 45.00
<b>Non-Federal Drug Tests</b> (5 Panel or 6 Panel)	\$ 40.00
<b>Non-Federal Drug Tests</b> (10 Panel)	\$ 45.00
<b>Saliva Alcohol Tests &amp; Breath Alcohol Tests</b> (Federal & Non-Federal)	\$ 40.00
<b>Motor Vehicle Reports</b> most states, (additional fees may apply)	\$ 20.00
<b>Reasonable Suspicion Supervisor Training</b> (Web based) per supervisor	\$ 99.00
<b>On-Site Collections</b> (may be subject to trip fee & collection supplies)	\$ 25.00
<b>Criminal Background Checks</b> (including Social Security verification)	\$ 35.00+
<b>3 year Employment Backgrounds</b> (Per Employer)	\$ 35.00
<b>On-site Training or Consulting</b> (Per Hour)	\$ 250.00
<b>Mock Audits</b> (Subject to hourly rate & Location) 2 hours included	\$ 350.00

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### Terms and Conditions

The following terms and conditions form the basis for Admin2000 powered by ERMA, supplying Consulting as well as Drug & Alcohol Program Management Services for the Client and it is **agreed that**;

1. Admin2000 powered by ERMA directly and through contractual vendors offers services to include but not limited exclusively to: (1) Consortium/Third Party Administration (C/TPA) services; (2) forensic and clinical laboratory testing; (3) Physicians licensed and certified to provide Medical Review Officer (MRO) service, (4) Substance Abuse Policy review and creation, (5) consulting, (6) training, (7) Background Checks (including MVR's) and; (8) local and nationwide logistics service for specimen collections and/or alcohol testing.
2. Recording of or dissemination of any **Admin2000 powered by ERMA** training presentation or media by any media type or use of any **Admin2000 powered by ERMA** forms, documents or media is not permissible unless granted by written permission.
3. The Client will maintain employee list(s) for regulatory or Client required testing. The Client further agrees that failure to complete any and all regulatory required testing shall be the Client's sole responsibility.
4. **Admin2000 powered by ERMA** and The Client shall hold all information with regard to the business activities and processes entered into by this agreement as privileged and confidential and shall not divulge to any person(s) or organization(s) such information unless compelled to do so under regulatory requirement or court order. Background Checks, MRO Reports or drug test results, interactive web application, and access to all other forms of information whether printed, electronic, or other media will be restricted to individual(s) deemed authorized under The Client contact information on file with Admin2000 powered by ERMA.
5. Updates or changes to The Client's authorized contact information must be requested in writing (letter, email or FAX) by an authorized representative of the Client.
6. All charges for services are payable upon receipt of invoice or on a direct billing option. The Client agrees to promptly pay the charges evidenced by the mutually acceptable recording method.
7. These mutual terms and conditions shall remain in effect for one (1) year from the date of execution hereof and then shall automatically renew subject to approval of pricing changes, if any, for successive one (1) year. Either party with or without cause may terminate this agreement, by giving the other party thirty (30) days prior written notice. Terms & Conditions 2 & 4 will remain in effect indefinitely following the termination of this agreement.
8. Based upon mutually agreed consideration, these terms and conditions shall be enforced under the laws of the State of Florida and be binding upon and insure to the benefit of the parties hereto, their successors and assigns. This is the entire agreement between the parties and there are no representations, warranties, conditions or understandings other than those expressly set forth herein.

This document, spelled out in the previous paragraphs, covers the entire program, its components and the obligations of Admin2000 powered by ERMA, and its sales agents. It is Admin2000 powered by ERMA's goal to aid, assist and facilitate its Client Company's efforts to successfully implement a comprehensive, carefully and thoroughly considered cost efficient Drug-Free Workplace program. The undersigned, acknowledges and accepts the above terms and conditions and the Client hereby engages **Admin2000 powered by ERMA** to provide services described herein under "Scope of Services." **Admin2000 Powered by ERMA** hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Company Representative

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Admin2000 powered by ERMA Representative

Admin2000 Powered by ERMA