



American Alliance Drug Testing

AADT is a nationwide business specializing in providing employers and owner-operators convenient, cost effective support to facilitate drug and/or alcohol testing compliance.

We offer complete consortium/third party administration (C/TPA) services for companies regulated by Federal and State government or Drug Free Workplace Programs for non-regulated employees. We will help you implement a quality substance abuse prevention and testing program that will meet federal, state and industry standards.

Program applicable for these following commercial vehicles

Commercial motor vehicle means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle:

- (1) Has a gross combination weight rating of 11,794 or more kilograms (26,001 or more pounds) inclusive of a towed unit with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or
- (2) Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or
- (3) Is designed to transport 16 or more passengers, including the driver; or
- (4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

Our program consists of all the following and more

- Company Compliance Guide
- Sample Company Policy
- Company Certificate of Enrollment
- Driver/Employee Information Handbooks
- Individual Employee ID Cards
- Nationwide Collection Sites
- Laboratory Testing at Department of Health and Human Service Labs (DHHS)
- Medical Review Officers (MRO)
- Complete Program Administration
- Online Account Access

TO ENROLL IN OUR PROGRAM, RETURN THE FOLLOWING FORMS

All areas of these forms must be completed. Any incomplete forms will be returned and will delay your enrollment. Also be sure to make copies for your records.

For Program Pricing See FORM 103

- FORM 001 – Application for Enrollment
- FORM 002 – Additional Employee List
- FORM 003 – Service Agreement

PLEASE NOTE: According to DOT §382.301, which regulates pre-employment testing, if an applicant is new to the industry or has not participated in a random DOT Drug and Alcohol Testing Program within the past 30 days, he/she is required to perform a pre-test before performing safety sensitive duties or enrolling into a random testing program. If a driver has been in a program and has been tested within the past 6 months or enrolled in a program for the past 12 months with no violations, he/she may be exempt. **Please be aware there is an additional fee for pre-employment testing and all other non-random testing, refer to the AADT price list (Form 103) for pricing.**

Return Forms

Mail 334 N. Euclid Avenue Upland, CA 91786-6031	Email cs@aadrugtesting.com	Text (909) 533-9833	Fax (909) 608-2058
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Questions & Answers

Direct (909) 982-8409	Mon-Fri 9AM-4PM <i>Pacific Time</i>
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DOT FMCSA CFR 49 Parts 40, 382, 655 & DRUG FREE WORKPLACE

Also Satisfies The Requirements Of The Texas Department Of Liscensing & Regulation (TDLR) 16 Texas Administration Code, Chapter 85 & 86
Public Utilities Commission Of The State Of California (PUC) Chapter 405 Statues Of 1995 (SB46) & California Highway Patrol Tow Rotation

AADT reserves the right to modify prices, services and programs without notice, for additional forms or updates visit us at AADrugTesting.com

GENERAL RANDOM POOL SERVICE FEES

OCT 2023

DOT/ PUC/ Drug Free	Regular	Affiliates	WSTA/PPP
	Annual	Annual	Annual
* 1-9 Per Driver/Employee (Includes set up fees)	\$159	\$139	\$115
* 10+ Per Driver/Employee (Includes set up fees)	\$129	\$125	\$105

*Contact AADT For Larger Fleet Pricing

(PPP) Preferred Program Provider - CMSA, CTTA

New enrolled WSTA members paying annually receives (1) time (1) driver complementary enrollment.

TDLR Tow Trucks, Operators and Vehicle Storage Facilities	Regular	**Affiliates
Each Driver/Employee enrollment annually	\$75	\$70

*Enrollment fees are calculated per driver/employee. Discounted half year rates begin on the 7th month of enrollment.

** PROOF OF AFFILIATE MEMBERSHIP IS REQUIRED FOR AFFILIATE RATES.

NOTE: Affiliate Member fees are based on a full year membership. If a company drops from any other recognized affiliated organization before the enrollment year ends, you will be invoiced for the difference between regular and affiliate fees.

OTHER SERVICE FEES

ENROLLMENT EXTRAS

Driver or Employee Replacement Fee\$20

TRAINING

Supervisor Training Kit - *Client Price*\$99

Supervisor Training Kit\$120

Additional Quiz/Certification Packet\$20

Replacement Certificate\$25

MATERIALS *NON-REFUNDABLE

Compliance Package - *hard copy**\$75Employee Handbook - *hard copy**\$10MIS Report - *Client Price* Call OfficeMIS Report - *Non-Client* \$40

Past Due Late Fee \$15

Pay-as-you-go (1-9 employees/drivers) \$119

(10+ employees/drivers)\$189

DRUG & ALCOHOL TESTS

Random Drug & Alcohol Tests..... N/C

Non-Random Drug Tests (See 'service fees' below)\$85

Non-Random Alcohol Tests\$75

Split Specimen Drug Tests\$150

D&L Isomer Testing/Other Further Testing\$75

THC-V Additional Testing.....\$212.50

Upgrade/Downgrade for DOT Testing
(wrong pool marked on the Auth 111Form)\$65MRO Interpreter Fee (non-English)..... \$4 per minute
N/C = No Charge

OTHER DRUG FREE POOL SERVICE

~ Average testing rates (Per Driver/Employee)\$75

For other rates, see prices above in **General Random Pool**
Custom programs available, fees will be adjusted according to requirements.~ **Contact AADT for larger company pricing****Employee Assistance Program (Substance Abuse)**

Return-to-duty & Follow-up Drug Tests \$90

Return-to-duty & Follow-up Alcohol Tests.....\$85

Contact AADT for EAP and SAP referral

*"AADT Reserves the Right to Modify Prices,
Services and Programs Without Notice"*

GENERAL POLICIES

SERVICE FEES: Non-random tests such as pre-employment, post-accident, reasonable suspicion, return-to-duty and follow-up are not included in the enrollment fee and are billed separately, this also applies to adulterated, dilute, shy bladder or cold specimens requiring re-collection. Clients are responsible for payments directly to the collection entities or MRO at the time of service for additional fees outside of the standard procedures such as observed collections, after hour collections, split specimen testing, etc.**MULTIPLE DISCOUNTS:** Enrollment fees are based on the number of DOT/PUC/DF drivers/employees each company employs and are discounted after 7th month. Half year rates do not apply to TDLR or Drug Free average general pool.**COMPANY POLICIES:** Each company must have a policy for controlled substance abuse & alcohol misuse implemented before initiating a testing program. The ultimate responsibility is on the employer to know the federal, state, county or city law requirements regarding employee testing. If reasonable suspicion testing will be a requirement, the company should have an individual trained in physical, behavioral, speech and performance indicators of probable alcohol misuse and use of a controlled substance. It is strongly recommended that you seek legal counsel or labor relations advise when drafting a policy and implementing a testing program.**PAYMENT:** We accepts Checks, Money Orders, Visa, Master Card, Discover and American Express.**All NSF check returns are subject to a \$35 fee.** Once enrolled, AADT will bill you for each new enrollment submitted (Discount will be calculated). Service is effective the day AADT receives a completed request to add or delete a new driver/employee or a completed enrollment/renewal packet and fees. Non-payment for any services or supplied materials noted above constitutes immediate suspension from AADT's programs.**Refer to your AADT Company Consortium Agreement and Company Compliance Manual for Additional Policy Information**

PLEASE PRINT or TYPE LEGIBLY

POOL TYPE	OPERATION TYPE	ASSOCIATIONS	REFERRAL
<input type="checkbox"/> DOT <input type="checkbox"/> PUC - # Passengers: _____ <input type="checkbox"/> TDLR: <input type="checkbox"/> TOW <input type="checkbox"/> VSF <input type="checkbox"/> CHP TOW ROTATION <input type="checkbox"/> DRUG FREE	<input type="checkbox"/> Owner/Operator <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC	<input type="checkbox"/> WSTA <input type="checkbox"/> CCPA <input type="checkbox"/> CMSA <input type="checkbox"/> CTTA <input type="checkbox"/> STO <input type="checkbox"/> towPartners <input type="checkbox"/> Other _____ <input type="checkbox"/> None	How Did You Hear About Us ? _____ _____ Referral Name: _____ _____

COMPANY INFORMATION

Company Name _____ ARE YOU A BROKER? Yes No

DBA _____ STATUS PENDING DOT # _____

Owner Name (s) _____ CA # _____ PUC # _____

DER Name _____ EIN or Owner SSN _____
(DESIGNATED EMPLOYER REPRESENTATIVE(S) (DER) AUTHORIZED TO RECEIVE TEST NOTIFICATIONS)

Mailing Address _____ City _____ ST _____ Zip _____
(STREET ADDRESS IS REQUIRED FOR UPS SHIPPING PURPOSES)

Shipping Address _____ City _____ ST _____ Zip _____
 (CHECK MARK IF SHIPPING ADDRESS IS SAME AS ABOVE)

CONTACT PHONE NUMBERS Secured Fax Yes No Fax () _____

Business () _____ Alt. Phone () _____

Cell () _____ Email (Required) _____
(IF DIFFERENT THEN BUSINESS NUMBER)

REPORT SELECTION

A Medical Review Officer (MRO) is responsible for reviewing and releasing the drug test result.

CHECK ONE BOX ONLY

Internet MRO Reporting Access - Email (Required) _____

Email Reporting - Email (Required) _____

COMPANY COMPLIANCE GUIDE - HARD COPY

Request Hard Copy of Company Compliance Guide For Additional Fee of \$75.00 (non-refundable – add to grand total below)

GENERAL DOT PROGRAM FEES

DOT & PUC RANDOM POOLS	REGULAR	AFFILIATED ASSOCIATIONS	WSTA/WTA/CMSA
CONTACT AADT FOR LARGER FLEET PRICING	ANNUAL	ANNUAL	ANNUAL
1-9 Per Driver/Employee (Includes set up fees)	\$159	\$139	\$115
10+ Per Driver/Employee (Includes set up fees)	\$129	\$125	\$105

*Refer to Price List Form 103 for all other fees or contact AADT at (909) 982-8409

DOT - Driver(s): _____ x \$ _____ = \$ _____
(NO. OF PERSONS) (FEE) (TOTAL AMOUNT)

*Non-DOT Employee(s)/Driver(s): _____ x \$ _____ = \$ _____

Grand Total \$ _____

PAYMENT

MasterCard Visa American Express Discover Cash Check/MO # _____

Card No. _____ - _____ - _____ Exp.Date ____/____/____ Security Code _____
(MAKE PAYABLE TO AADT)

**Card Holder Name: _____
(**THE NAME ON THE CARD MUST MATCH THE NAME AND SIGNATURE BELOW)

Signature: _____ Date _____

(WITH MY SIGNATURE I AM AUTHORIZING AADT TO CHARGE MY CREDIT CARD FOR ENROLLMENT FEES)

Note: All NSF check returns will be subject to the handling fee stated in the Service Agreement.

Fields marked with () are required

AADT Company ID # _____ Company Name _____

PURPOSE: To add multiple employees use this form or provide a similar list with the same information. All information must be complete. Keep this form as a "MASTER" and make additional copies as needed.

PLEASE TYPE OR PRINT LEGIBLY

*Name _____

City _____ ST _____ Zip _____

Home () _____ Cell () _____

TYPE OF LICENSE: Commercial Drivers License* Drivers License

*License # _____ *Issuing State _____

*SSN XXX - XX - _____ (LAST 4 DIGITS REQUIRED)

*DATE OF BIRTH (DOB) ____/____/____

NOTE: FOR ADDITIONS, A NEW EMPLOYEE ID CARD AND EMPLOYEE HANDBOOK WILL AUTOMATICALLY BE SENT, IF APPLICABLE. * PLEASE SUBMIT A PHOTOCOPY OF THE CDL WITH THIS FORM OR TEXT A PICTURE TO (909) 532-8678

POOL
<input type="checkbox"/> DOT
<input type="checkbox"/> PUC - NUMBER OF PASSENGERS: _____
<input type="checkbox"/> TDLR
<input type="checkbox"/> CHP TOW ROTATION
<input type="checkbox"/> DRUG FREE WORKPLACE (NON-DOT)

DATE
HIRE DATE: _____
❖ IT IS REGULATORY REQUIREMENT THAT YOU OBTAIN PROOF OF PREVIOUS NEGATIVE TEST RESULTS OR PREVIOUS CONSORTIUM ENROLLMENT

*Name _____

City _____ ST _____ Zip _____

Home () _____ Cell () _____

TYPE OF LICENSE: Commercial Drivers License* Drivers License

*License # _____ *Issuing State _____

*SSN XXX - XX - _____ (LAST 4 DIGITS REQUIRED)

*DATE OF BIRTH (DOB) ____/____/____

NOTE: FOR ADDITIONS, A NEW EMPLOYEE ID CARD AND EMPLOYEE HANDBOOK WILL AUTOMATICALLY BE SENT, IF APPLICABLE. * PLEASE SUBMIT A PHOTOCOPY OF THE CDL WITH THIS FORM OR TEXT A PICTURE TO (909) 532-8678

POOL
<input type="checkbox"/> DOT
<input type="checkbox"/> PUC - NUMBER OF PASSENGERS: _____
<input type="checkbox"/> TDLR
<input type="checkbox"/> CHP TOW ROTATION
<input type="checkbox"/> DRUG FREE WORKPLACE (NON-DOT)

DATE
HIRE DATE: _____
❖ IT IS REGULATORY REQUIREMENT THAT YOU OBTAIN PROOF OF PREVIOUS NEGATIVE TEST RESULTS OR PREVIOUS CONSORTIUM ENROLLMENT

*Name _____

City _____ ST _____ Zip _____

Home () _____ Cell () _____

TYPE OF LICENSE: Commercial Drivers License* Drivers License

*License # _____ *Issuing State _____

*SSN XXX - XX - _____ (LAST 4 DIGITS REQUIRED)

*DATE OF BIRTH (DOB) ____/____/____

NOTE: FOR ADDITIONS, A NEW EMPLOYEE ID CARD AND EMPLOYEE HANDBOOK WILL AUTOMATICALLY BE SENT, IF APPLICABLE. * PLEASE SUBMIT A PHOTOCOPY OF THE CDL WITH THIS FORM OR TEXT A PICTURE TO (909) 532-8678

POOL
<input type="checkbox"/> DOT
<input type="checkbox"/> PUC - NUMBER OF PASSENGERS: _____
<input type="checkbox"/> TDLR
<input type="checkbox"/> CHP TOW ROTATION
<input type="checkbox"/> DRUG FREE WORKPLACE (NON-DOT)

DATE
HIRE DATE: _____
❖ IT IS REGULATORY REQUIREMENT THAT YOU OBTAIN PROOF OF PREVIOUS NEGATIVE TEST RESULTS OR PREVIOUS CONSORTIUM ENROLLMENT

Authorized Contact/Designated Employer Representative (DER) Name _____

Authorized Contact/DER Signature **X** _____ Date _____

AADT SERVICE AGREEMENT

Revised 10/2023

***NOTE: BOX INFO ON 2ND PAGE MUST BE COMPLETED OR AADT WILL NOT BE ABLE TO PROCESS YOUR ENROLLMENT.**

This agreement is between **American Alliance Drug Testing** (hereinafter "AADT"), the **business representative** (hereinafter "Representative") defined here and on the AADT Application and the **company or business** (hereinafter "Business"), which may also be an owner-operator, a corporation, partnership, limited liability company, non-profit organization, or government agency.

AADT is a Consortium and Third-Party Administrator (C/TPA) which owns and manages a drug and alcohol testing program designed for businesses and regulated entities with driver(s) and drug free employees. This agreement is made between the parties with the following understanding:

1. Business elects to participate in AADT's (C/TPA) program that is compliant with the requirements of the 49 CFR, Parts 40, 382 & 655, and specifically newly implemented Part 382, Subpart B, Drug & Alcohol Clearinghouse, and where applicable, regulations pertaining to the CA PUC Charter Passenger Vehicles, TDLR Regulations, Drug Free Workplace, and other regional, state or federally regulated drug and alcohol testing programs.
2. Business elects to retain AADT to administer its drug and alcohol testing program for compliance purposes.
3. For purposes of this agreement the term "Driver" describes a person with a commercial driver's license (CDL), who drives a vehicle that is subject to all applicable regulation guidelines noted above and operates under the authority of the Business. "Drug Free" refers to all employees subject to the Business's drug free testing as defined within its drug and alcohol testing policy.

IN CONSIDERATION OF the mutual obligations hereunder, both parties agree as follows:

Part - 1 AADT's General Obligations and Responsibilities:

To administer the Business's drug and alcohol testing program, AADT shall:

1. Maintain qualified random testing pools for regulated Business's drivers and/or employees. Meet or exceed minimum testing rates (DOT) at percentages mandated for drugs and alcohol and/or other percentages defined by the Business for others.
2. Manage a random selection and notification program minimally consistent with DOT or other regulated controlled substance and alcohol testing requirements.
3. Provide the following:
 - A network of collection facilities or sites throughout the U.S.
 - A drug testing laboratory certified by the Department of Health and Human Services' (DHHS) SAMHSA Agency, which is also responsible to report to the Business, the semi/annual statistical reports in accordance with the DOT guidelines.
 - A Medical Review Officer (MRO) to provide test result notifications to the business/employee and blind specimens to the lab as required by DOT regulations. The MRO service is also provided for all non-DOT testing.
4. Maintain records documenting Business's participation in AADT's random testing program and will provide Business with these records and other compliance information within two (2) business days of its designated Representatives request.
5. Upon Business's request by written consent, AADT will release drug and alcohol testing history and information in accordance with DOT, other regulatory agencies, or a Business's D&A Policy. Information requested may include verification of participation in the C/TPA program and/or current enrollment status. Test results for a business's driver within the last two years, and positive information for the last 5 years (DOT) or consistent with other noted regulatory requirements.
6. In 2020, the Federal Motor Carrier Safety Administration (FMCSA) implemented a Drug and Alcohol Testing and Reporting Clearinghouse database. See <https://clearinghouse.fmcsa.dot.gov/>. The Clearinghouse has fundamentally redefined the traditional DOT regulated drug and alcohol testing process by creating a secure online database and process that gives employers, the FMCSA, State Driver

Licensing Agencies (SDLAs), and State law enforcement personnel real-time information about commercial driver's license (CDL) and commercial learner's permit (CLP) holders' drug and alcohol program violations. The Clearinghouse contains records of violations of drug and alcohol prohibitions in 49 CFR Part 382, Subpart B, including positive drug or alcohol test results and test refusals. When a driver completes the return-to-duty (RTD) process and follow-up testing plan, this information is also recorded in the Clearinghouse.

7. AADT is registered in the Clearinghouse as a C/TPA.

Part - 2 Business's Obligations and Responsibilities:

To qualify for and maintain enrollment in AADT's C/TPA program, the Business agrees to:

1. Actively participate and comply with all requirements in the DOT FMCSA Drug and Alcohol Clearinghouse (herein referred to as Clearinghouse). All covered employers and drivers including owner-operators should be "Registered" into the Clearinghouse, this includes new entrant motor carrier businesses.
2. Presently, drivers are not required to register for the Clearinghouse. However, a driver will need to be registered to provide electronic consent in the Clearinghouse if a prospective or current employer needs to conduct a full query of the driver's Clearinghouse record - this includes all pre-employment queries. A driver must also be registered to electronically view the information in his or her own Clearinghouse record. Registered drivers will have their Clearinghouse accounts and contact preferences set up, allowing them to quickly respond to query requests from employers. Registration is available at: <https://clearinghouse.fmcsa.dot.gov/register>.
3. All employers are required to purchase queries and report driver violations. Drivers are also required to annually complete a query (a physical review) of the information quality concerning any violations of drug or alcohol testing events posted in the Clearinghouse. There are two types of employer related queries - Limited and Full, there is also a fee for each query. Employers are subject to all query fees including fees for their driver's queries. AADT encourages all client's that have questions to review the Clearinghouses FAQs website at: <https://clearinghouse.fmcsa.dot.gov/FAQ>
4. An owner-operator (an employer that employs himself or herself as a commercial driver's license (CDL) driver, typically a single-driver operation) must designate AADT as part of their Clearinghouse registration process.
5. Maintain a Business or Company Policy for controlled substance and alcohol (D&A) misuse implemented before initiating testing. For reasons of reasonable suspicion testing, Business agrees to have a person who supervises driver(s) or employees trained in the aid of recognizing the signs and symptoms of substance abuse and alcohol misuse. AADT does offer Sample D&A policies on the AADT secure online porthole aadrugtesting.com.
6. Notify AADT immediately of any changes in business information including name, address, telephone number(s), (home, office, mobile and/or emergency numbers), fax number(s), authorized contact(s), Designated Employer Representative (DER) or enrolled business employee(s) information.
7. Notify AADT immediately of any changes in driving status of Business's driver(s) or employee(s) including termination, out-of-service, driver license changes, etc. (The Business understands that if there is more than a 30-day lapse of enrollment in a random testing program, they are responsible to have that driver submit to a pre-employment drug test before returning to driving in a safety sensitive position.)
8. Have new driver/employee complete a pre-employment drug screen or complete the required applicable test. For DOT drivers, refer to Part 382.301.
9. Have driver or employee proceed immediately to the closest available authorized drug and/or alcohol collection site once they are notified of a random testing selection. *(If the driver/employee is out of the area and the Representative/DER is unsure where to send the driver/employee for testing, visit www.aadrugtesting.com for alternative collection sites listed on the AADT website.)*

10. Fully document any reason(s) leading to the failure to comply with all requests for a random test. Failure to randomly test your driver(s) or employees may result in termination from AADT's program and Business agrees to the release of this information to any applicable and appropriate regulatory enforcement agencies.
11. Notify AADT immediately and remove DOT or covered driver from service upon notification from either:
 - a. A Medical Review Officer (MRO) that driver tested positive on a DOT drug test; or
 - b. Breath Alcohol Technician (BAT) or Saliva Alcohol Technician that the driver's confirmation test result has an alcohol concentration of .04 or greater. (In the event of a Positive Saliva Alcohol Test Result, Business is solely responsible for arranging for driver's transportation by another person to a site that provides Breath Alcohol Testing for a re-confirmation within 30 minutes, as applicable under the DOT regulations.)
12. Responsibility to establish an alternate provision within their Business's or D&A company policy pertaining to post accident testing when an authorized AADT collection site is unavailable. (e.g. out of the area, on site needed, after hours, holidays, etc.)
13. Have available a same gender observer, if necessary, when a direct observed collection is required, and the collection site is unable to provide a same gender observer.
14. Management Information System (MIS) Reports will only contain information reported by AADT's Lab/MRO, be advised the information needs to be reviewed and edited by employer.
15. If applicable, accept full responsibility for understanding the obligations under and participating in AADT's C/TPA program in a manner that is compliant with the CFR 49, Parts 40, 382, 382 Subpart B and 655.
20. AADT has an all-inclusive program or a pay-as-you-go program. You may choose one. The business shall pay AADT separately for all Random drug and/or Alcohol tests conducted at AADT's authorized sites depending on your business's selected enrollment option.
21. Business is responsible to pay AADT directly for testing fees regardless of the payment arrangements made between the Business and driver/employee.
22. Split testing/additional testing ordered/required by MRO, employer, and or employee is not the responsibility of AADT. These fees will be billed to employer.
23. Business is responsible for payment directly to collector/collection facility for any fees incurred during collection that are not included in standard random collection procedures (e.g. observed collection, on site, after hours, etc.).
24. Should Business utilize entities for testing that are **not** affiliated with AADT or its random drug and alcohol testing program, e.g., using an outside collection site necessary for a post-accident test, it is the Business's obligation to pay the cost of all fees associated with the collection, testing and reporting.
25. Query plans may be purchased only on the FMCSA Clearinghouse website by registered employers. A consortium/third-party administrator (C/TPA) may not purchase a plan on behalf of an employer. Please Download the How to Purchase a Query Plan instructional job aid at: <https://clearinghouse.fmcsa.dot.gov/Resource/Index/Query-Purchase-Factsheet>
26. All NSF check returns will be subject to a \$35 handling fee.
27. Business agrees to promptly pay all invoices or will be subject to a credit hold and penalty late fee to accrue per month starting 60 days after AADT's billing date. Business's account will be made inactive after 90-days of non-payment and Business's information will be sent to a debt collection service for payment at which time Business is responsible for all collection's fees applied by the collection agency and legal fees incurred.

Part - 3 Fees for Services:

16. For performance of AADT's obligations listed in Part-1 of this Agreement, Business shall pay a fee according to the current pricing schedule or prior written agreement at the time of enrollment or renewal.
17. Cancellations – A refund of annual fee paid, less **\$50 administration fee per driver/employee and any additional fees for services rendered**, will be made if requested in writing by the Business within the first thirty (30) days from their initial enrollment date (excludes renewals). No refund will be made in the event that the Business is terminated from AADT programs due to a material breach of this agreement.
18. It is the Business's responsibility to add drivers to enrollment. If a placeholder slot remains unfilled for the entire year, the pre-paid slot does not roll over to the following year. Placeholder slots are only good within the enrollment year paid for.
19. **The Business shall pay AADT separately for all non-random drug and/or alcohol tests, conducted at AADT's authorized sites, including pre-employment, post-accident, reasonable suspicion and including random tests requiring re-collection due to adulterated, dilute, insufficient volume, temperature out of range or re-tests due to Business's, driver or employee error.** Additional fees apply for follow-up and return-to-duty testing; refer to AADT Price List Form 103 for pricing.

28. **Credit Card Charges by Internet & Phone:** Payment on-line and by phone with credit card may be accepted, but the client agrees not to dispute any non-fraudulent charges once AADT products or services have been received. If payments are disputed without cause, the client will be dropped permanently from our program, further, if the dispute is not resolved to the satisfaction of both parties all expenses for services provided by AADT will be sent immediately to collections.

Part - 4 Indemnification Obligations of Business:

Business shall hold harmless AADT and any certified laboratory, medical review officer (MRO) or collection site providing services to Business pursuant to this Agreement, from any claim, loss, liability, damage, detriment, or obligation arising from any matter other than their willful misconduct or gross negligence.

Part - 5 Relationships of the Parties and Terms & Conditions:

AADT is a not-for-profit corporation and this Agreement does not create a relationship of general agent, employee, partnership, joint venture or association. Business hereby names AADT its Agent in fact for the limited purpose of performing the duties necessary in carrying out AADT's obligations under this Agreement. This Agreement shall be governed in all respects by state law, where applicable, except to the extent specifically preempted by federal regulations.

As the designated Representative of the Business, I hereby agree to the terms of this Agreement and further acknowledge that I/we must participate with every aspect of this Agreement. I/we do recognize that AADT has the right to terminate our enrollment as a participant should I/we fail to abide by the terms set forth in this Agreement, including those terms outlined on the random test notifications. This agreement shall be extended automatically for successive 12-month terms until Business or Representative gives AADT written notice of your desire to terminate this agreement, or this agreement is cancelled for any reason by AADT.

DO NOT ALTER, CHANGE OR CUT THIS AGREEMENT. MAKE SURE ALL BLANK AREAS ARE PROPERLY FILLED OUT.

Company Name

AADT Company ID # (if applicable)

Print Name

X

*Signature of Company Owner or Designated Employer Representative Date

AADT

American Alliance Drug Testing
334 N. Euclid Avenue, Upland, CA 91786-6031
(909) 982-8409 Fax: (909) 608-2058