



ADDENDUM D TO MASTER SERVICES
END-USER AGREEMENT

DRUG AND/OR ALCOHOL TESTING

This Addendum, dated as of this 26 day of April, 2017, is made to the Master Services End-User Agreement dated the 26 of April, 2017, between County of Williamson ("End-User") and Pre-employ.com, Inc. ("Pre-employ"), and supplements any other Addenda signed between End-User and Pre-employ.

WHEREAS, the Master Services End-User Agreement covers various terms related to services performed by Pre-employ for End-User;

WHEREAS, End-User desires Pre-employ to provide certain drug and/or alcohol testing services for End-User; and

WHEREAS, End-User and Pre-employ wish to further clarify terms related to such drug and/or alcohol testing services.

NOW, THEREFORE, the parties hereby agree as follows:

- I. Selected Services.** End-User hereby requests that Pre-employ provide the following drug and/or alcohol testing services for it (please check all that apply):

Drug And/Or Alcohol Testing For Ordinary Employment Purposes

- ☐ Pre-employment drug testing
- ☐ Post-accident drug and alcohol testing
- ☐ Reasonable suspicion drug and alcohol testing
- ☐ Return-to-duty drug testing
- ☐ Random drug and alcohol testing

Drug And/Or Alcohol Testing For Department of Transportation (DOT)-Related Purposes

- ☐ Pre-employment drug testing
- ☐ Post-accident drug and alcohol testing
- ☐ Reasonable suspicion drug and alcohol testing
- ☐ Return-to-duty drug testing
- ☐ Random drug and alcohol testing

- II. Pre-Employ Obligations As To Drug/Alcohol Testing For Ordinary Employment Purposes.**

- a. Pre-employ shall provide the drug and/or alcohol testing services requested in Section I of this Addendum by End-User in accordance with applicable state and federal laws and regulations.

- b. Pre-employ shall provide a site for test specimen collection with trained, qualified collectors within 5 miles, or a reasonable distance, of End-User.
- c. Pre-employ shall make on-site mobile collection with trained and qualified collectors available to End-User.
- d. Where random drug and alcohol testing is requested, Pre-employ shall use a scientifically valid selection method and conduct a monthly, computer-generated, random selection of Company employees.
- e. Pre-employ will maintain all result documentation for any tests completed through the administration of End-User's drug and alcohol testing program for a period of 5 years.
- f. Pre-employ will provide result documentation to End-User within two (2) days of request made by End-User.

III. End-User Obligations As To Drug/Alcohol Testing For Ordinary Employment Purposes.

- a. End-User understands and acknowledges that various federal, state, and local laws govern employers' requests for and use of drug testing results. End-User certifies that it will only request and use drug and/or alcohol testing services from Pre-employ in accordance with applicable federal, state, and local laws.
- b. End-User shall supply any and all information requested by Pre-employ necessary to facilitate drug testing.

IV. Pre-employ's Obligations As To Drug/Alcohol Testing For Department Of Transportation (DOT)-Related Purposes

- a. Pre-employ shall maintain a list of End-User's Designated Employer Representatives ("DERs") authorized to receive names of employees selected for random testing and to whom test results may be reported.
- b. To facilitate random drug and alcohol testing, Pre-employ shall use a scientifically valid selection method and conduct a monthly, computer-generated, random selection of Company employees.
- c. Pre-employ shall provide a site for test specimen collection with trained, qualified collectors within 5 miles, or a reasonable distance, of End-User.
- d. Pre-employ shall make on-site mobile collection with trained and qualified collectors available to End-User.
- e. Pre-employ shall ensure all laboratories available for use by End-User are subject to monthly quality control testing using blind specimens or blind performance test specimens as the terms are defined by DOT regulations.
- f. Pre-employ shall utilize a Department of Health and Human Services certified laboratory to conduct drug testing of all DOT-regulated programs.

- g. Pre-employ shall utilize a certified Medical Review Officer ("MRO"), who will review all non-negative drug test results for all DOT-regulated programs.
- h. Pre-employ shall retest split urine specimens upon request for an additional cost.
- i. Pre-employ shall report negative drug test results to End-User's DER within same day of receipt of confirmation from reporting laboratory or MRO.
- j. Pre-employ shall report MRO-confirmed non-negative drug test results to End-User DER within same day of receipt of confirmation from MRO.
- k. Pre-employ shall maintain records of negative and non-negative drug and alcohol test results, refusals to test, random pool records, random selection lists, and notices.
- l. Pre-employ shall refer employees to qualified Substance Abuse Professionals ("SAP") when required to do so under applicable laws or regulations.
- m. Pre-employ shall report results to End-User DER except when reports are required to go to another party per state and/or federal regulations.
- n. If positive test results are received on an End-User employee who is the owner-operator of End-User and he/she is not removed from his/her safety-sensitive position or is returned to a safety-sensitive position before successfully completing the return-to-duty process, Pre-employ shall notify the DOT operating mode's headquarters in Washington, D.C. to the extent required by applicable laws and/or regulations.
- o. If End-User stops requesting drug testing services through Pre-employ, Pre-employ shall notify the DOT, in accordance with applicable requirements.
- p. Pre-employ may expel End-User from its drug and alcohol testing program if End-User fails to comply with the outlined End-User Responsibilities herein and/or DOT rules and regulations.
- q. Pre-employ shall maintain all result documentation for any tests completed through the administration of End-User's drug and alcohol testing program for a period of 5 years.
- r. Pre-employ shall provide all documentation to End-User within two (2) days of request made by DOT, another federal agency or End-User.

V. End-User's Obligations As To Drug/Alcohol Testing For Department Of Transportation (DOT)-Related Purposes

- a. End-User understands and acknowledges that various federal, state, and local laws govern employers' requests for and use of drug testing results. End-User certifies that it will only request and use drug testing services from Pre-employ in accordance with applicable federal, state, and local law.

- b. End-User shall provide any and all information requested by Pre-employ necessary to facilitate drug testing.
- c. For the purpose of managing End-User's random drug and alcohol testing program, End-User shall provide Pre-employ with an updated employee roster by the 15th day of each month.
- d. End-User shall timely provide Pre-employ with updated lists of the primary and secondary DERs (Attachment A) as appropriate.
- e. End-User shall submit all safety-sensitive job applicants through pre-employment drug testing or provide written proof of exemption from the requirement.
- f. To ensure the integrity of its testing program, End-User agrees to conduct all of its required drug and alcohol tests, including pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up through Pre-employ.

VI. No Legal Advice/Counsel. Pre-employ does not provide legal advice or other compliance-related advice upon which End-User may rely in connection with Pre-employ's delivery of drug and alcohol program services. End-User understands that any conversation or communication with Pre-employ's representatives regarding the services related to the drug and alcohol services are not to be considered legal advice or opinion. End-User shall seek counsel from experienced attorneys as appropriate before requesting or relying upon drug testing results obtained through Pre-employ.

VII. Indemnification. In addition to any indemnification promises made in the Master Services End-User Agreement, End-User agrees to indemnify, defend, and hold harmless Pre-employ, its successors and assigns, officers, directors, employees, agents, vendors, and suppliers from any and all claims, actions or liabilities, as well as costs and attorneys' fees, arising from or with respect to: (i) any breach by End-User of this Addendum or the representations, certifications or warranties made in this Addendum, (ii) End-User's violation of applicable laws or ordinances, (iii) End-User's negligence, misconduct, recklessness, errors or omissions, (iv) End-User's request for or use of drug and alcohol testing services provided by Pre-employ, or (v) Pre-employ's performance of drug and alcohol testing services for End-User.

VIII. Fees. End-User will pay the fees outlined in Statement of Work Fees and Pricing – Exhibit 1B (attached hereto) for the drug and alcohol testing services it requests.

IX. Full Force And Effect. Except as specifically set forth in this Addendum, the Master Services End-User Agreement and other addenda thereto are not modified, revoked or superseded and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below, to be effective as of the Effective Date.

County of Williamson

PRE-EMPLOY.COM, INC.

Signature



Signature


Jennifer Abbott (Apr 26, 2017)

Printed

Dan A Carson

Printed

Jennifer Abbott

Title

Chief Justice

Title

Director of Sales and Service

Date

05-16-2017

Date

Apr 26, 2017