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DRUG FREE WORKPLACE SERVICE ADDENDUM

This Service Addendum For Drug Free Workplace Services ("Addendum") is made and entered into by and between First Advantage Enterprise Screening Corporation ("Service Provider"), the Safety Council of Brazosport, and

_____ ("Client"), pursuant to the Agreement For Services entered into on _____ . This Addendum is effective as of _____, 200__ ("Effective Date").

1. Description of Services. Service Provider will provide a Contractor Substance Abuse Testing Program/Drug Free Workplace services as outlined in its SOW (Statement of Work), attached hereto as Exhibit A.

2. Procedures to Implement Services. The parties shall cooperate to implement the following procedures in connection with the services to be provided by Service Provider to Client:

A. Client will operate under plant owner's drug testing policy. Copies of the policy will be provided to Service Provider in conjunction with the overall agreement for services. Nothing contained in this Addendum is intended to imply that Service Provider certifies Client's program as being in compliance with any federal, state, local or other requirements.

B. The Client shall provide Service Provider in writing with the name of at least one person to serve as the "Designated Employer Representative" (DER) under this Addendum. Service Provider shall report test results directly to the DER(s). Client shall deliver any change in the DER(S) to Service Provider in writing.

The parties shall consult as necessary to implement or modify, as appropriate, the preceding procedures in order to facilitate the provision of Service Provider's services and Client's comprehensive workplace drug abuse testing package.

3. Employment Decisions. The parties understand that Service Provider will not make any decisions regarding any Client's employment, termination, retention, or discipline of any employee, former employee, or applicant for employment, and that the Client shall have sole responsibility for all such decisions.

4. Fees and Payment.

A. Client shall pay Contractors **Safety Council of Brazosport** for all services as outlined in Exhibit A. Contractors Safety Council of Brazosport shall in turn provide payment to Service Provider pursuant to the terms of its agreement with Service Provider.

B. In the event this Addendum is terminated for any reason, Client shall remain responsible for the payment of all outstanding and unpaid invoices and all net charges incurred on Client's behalf prior to the date of termination of this Addendum.

5. Compliance with Regulatory Authorities. Each party agrees that it will comply with all federal, state and local laws, rules, regulations, ordinances and requirements applicable to its operations, including but not limited to Department of Transportation (DOT) Drug and Alcohol Testing Regulations; and that any failure or inability to do so which adversely affects the ability of the other to perform under this Addendum shall be a cause for termination of this Addendum. If such failure is not cured within ten (10) days of the date notice to cure is sent, Service Provider may immediately suspend or terminate this Addendum.

6. Indemnity.

A. Service Provider agrees to and shall indemnify, defend and hold Client, its subsidiaries and affiliates, and their respective directors, officers, employees or agents (excluding any seeking indemnity for their actions as donors) harmless from and against any and all claims,

costs, damages, demands, lawsuits, liabilities and expenses (including reasonable attorney's fees and interest), and for any and all injuries or damages to persons (including death) or to property, arising out of, resulting from, or in any way connected with the gross negligent acts or omissions of Service Provider, its agents or employees in their performance under this Addendum.

B. Client agrees to and shall indemnify, defend and hold Service Provider, its subsidiaries and affiliates, and their respective directors, officers employees or agents harmless from and against any and all claims, costs, damages, demands, lawsuits, liabilities and expenses (including reasonable attorney's fees and interest), and for any and all injuries or damages to persons (including death) or to property, arising out of, resulting from, or in any way connected with the negligent acts or omissions of Client, its agents or employees in their performance under this Addendum.

7. Insurance. Service Provider, at Service Provider's sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance and other insurance as shall be necessary to insure Service Provider and Service Provider's personnel and agents against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any services provided by Service Provider hereunder, the use of any property and facilities provided by Service Provider or Service Provider's personnel or agents, and activities performed by Service Provider or Service Provider's personnel or agents, in connection with this Addendum. The liability limits of general liability and professional liability insurance covering the duties to be performed by Service Provider under this Addendum shall be in amounts not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

CSC of Brazosport
Agreed to by: _____
(Please print name)
Title: _____
Signature: _____
Date: _____

First Advantage Enterprise Screening Corporation
Accepted by: _____
(Please print name)
Title: _____
Signature: _____
Date: _____

Client
Agreed to by: _____
(Please print name)
Title: _____
Signature: _____
Date: _____