

New Account Application
E-Mail to gentletouchlabfl@gmail.com
Or Fax to (866) 462-5823

Company Information:				
Date:		Company Name:		
Main Contact Name:		Billing Contact Name: <input type="checkbox"/> Same		
Billing Address:		City:	State:	Zip:
Mailing Address: <input type="checkbox"/> Same		City:	State:	Zip:
Physical Address: <input type="checkbox"/> Same		City:	State:	Zip:
Main Phone #: ()		Alt. Phone#: ()		Fax #: ()
Type of Business: (I.e. Trucking, Retail, Construction, Healthcare, etc...)				# of Total Employees:
				# of DOT Employees:
Business Ownership: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship			Tax ID # :	
DER: (Designated Employee Representative) This is the person authorized to receive results. It is best to have more than one DER. Small companies with less than 5 employees only need one DER. You may receive results either by e-mail or a secure fax.				
DER Name		E-Mail		Fax
Testing Information:				
Are you currently drug testing? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes , which test(s) are you currently performing? <input type="checkbox"/> Pre-Employment <input type="checkbox"/> Random <input type="checkbox"/> Post-Accident <input type="checkbox"/> Reasonable Suspicion <input type="checkbox"/> Follow-Up <input type="checkbox"/> Other: _____				
Lab Used:		MRO Name:		Cost Per Test:
Do you have DOT Regulated Employees? <input type="checkbox"/> Yes <input type="checkbox"/> No Please indicate all DOT Agencies you are required to report to: <input type="checkbox"/> FMCSA <input type="checkbox"/> PHMSA <input type="checkbox"/> FAA <input type="checkbox"/> FRA <input type="checkbox"/> FTA <input type="checkbox"/> USCG		Are you required to perform drug tests for any reason other than DOT? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> TDLR <input type="checkbox"/> NCMS <input type="checkbox"/> Other: _____ <input type="checkbox"/> Just Testing per our Company Policy.		
Do you currently have a Drug Free Workplace Policy or a DOT Compliant Company Policy? <input type="checkbox"/> Yes <input type="checkbox"/> No (if No) ➡		Do you need a Drug Free Workplace Policy or a DOT Compliant Company Policy? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes , what disciplinary options would you like? <input type="checkbox"/> Immediate Termination <input type="checkbox"/> 2 nd Chance <small>(There is an extra charge for these services please ask your sales rep what the fee is?)</small>		
Would you like Random Testing?: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes , Time Frames: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____ What % of your workforce (per year) or a fixed number: _____ <small>(There is an extra charge for these services please ask your sales rep what the fee is?)</small>		Are you currently performing background checks?: <input type="checkbox"/> Yes <input type="checkbox"/> No Would you like a current quote on what pricing Gentle Touch Laboratory can do your background checks for?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
How did you hear about us?: (Please check one) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Yellow Pages <input type="checkbox"/> Mail Out <input type="checkbox"/> Insurance Agent* <input type="checkbox"/> Conference* * Please List Name of Referrer _____ </div> <div> <input type="checkbox"/> Website Referral* <input type="checkbox"/> Current Client* <input type="checkbox"/> Search Engine* <input type="checkbox"/> Other </div> </div>		Gentle Touch Laboratory P.O. Box 1782 Jasper, Florida 32052 Phone: (386) 205 2207 Fax: (866) 462 5823 gentletouchlabfl@gmail.com www.gentletouchfl.com		

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GENERAL TERMS, CONDITIONS AND PERSONAL GUARANTEE		
<p>I represent that the above information is true and is given to induce Gentle Touch Laboratory. to open an account for my Company. My company and I authorize Gentle Touch Laboratory to make such credit investigations as Gentle Touch Laboratory sees fit, including contacting trade references and banks as may be required and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to Gentle Touch Laboratory any and all information concerning the financial and credit history of my company and myself.</p>		
<p>I have read the terms and conditions stated below and agree to the terms and conditions</p>		
<p>Printed Name:</p>	<p>Authorized Signature:</p>	
<p>Title:</p>	<p>Date:</p>	
<p>Bills are sent on the first day of each month and are considered due net 30 days. All bills not paid by net 30 days are considered past due and will incur a service charge of 18% per annum.</p>		
<p>No additional credit will be extended to past due accounts unless satisfactory arrangements are made with our credit department.</p>		
<p>The laws of the state of Texas will govern any dispute arising from or relating to this Agreement. The parties submit to the jurisdiction of the state of Texas and federal courts for or in Amarillo, Randall County, Texas, and agree that any legal action or proceeding relating to this Agreement may be brought in those courts.</p>		
<p><u>PERSONAL GUARANTEE:</u> If the credit customer is a corporation, then those signing this application, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by the corporation.</p>		
To be completed by Gentle Touch Laboratory (For internal use only)		
<p>Is Company DOT? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is Company TDLR? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Date we ordered COC forms? Date: _____</p> <p><input type="checkbox"/> DOT <input type="checkbox"/> Non-DOT</p>	<p>Are we managing their Random Selections? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Random Pool Setup? <input type="checkbox"/> Own Pool <input type="checkbox"/> Consortium (which one)</p> <p><input type="checkbox"/> Annual Fee Charged: Amt: \$ <input type="checkbox"/> Paid <input type="checkbox"/> Bill to Company</p>
<p><input type="checkbox"/> Gave Client DOT Disk Info Date: _____</p>	<p><input type="checkbox"/> Created Certificate and sent Email Thank you setup letter. Date Sent: _____</p>	<p>Notes:</p>
<p>Entered in Computer System</p> <p><input type="checkbox"/> DrugLog Date Entered: _____ <input type="checkbox"/> TestVault Date Entered: _____ <input type="checkbox"/> Quickbooks Date Entered: _____ <input type="checkbox"/> Scanned Date Entered: _____</p>		
<p>Was client Referred: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Thank you card sent: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Card sent to whom?</p>

Agreement for DOT Drug and Alcohol Compliance Services

The Department of Transportation Regulations Governing Drug and Alcohol Testing Programs (49 CFR Part 40) makes it very clear that the Company (also referred to as "Employer") is responsible for all aspects of compliance with the regulations. It is critical that the Employer understand this concept. Employer may hire a service agent to help employer meet DOT requirements. Employer wishes to contract Gentle Touch Laboratory to help Employer meet the DOT Requirements for drug and alcohol testing. Gentle Touch Laboratory stands behind Employer 100% to make sure you are meeting all aspects of your DOT drug and alcohol testing program. The responsibilities for each party are outlined below.

COMPANY MUST USE CHAIN OF CUSTODY FORMS PROVIDED BY GENTLE TOUCH LABORATORY FOR ALL DRUG TESTING

RESPONSIBILITIES OF GENTLE TOUCH LABORATORY

- Gentle Touch Laboratory provides consortium services for Federal Motor Carrier (FMCSA), Pipeline & Hazardous Materials Administration (PHMSA) and Federal Aviation Administration (FAA).
- Provide certificate documenting the Company's participation in a DOT 49 CFR Part 40 compliant program.
- Provide random selection process fully compliant with DOT regulations.
- Provide Federal chain of custody forms for all DOT required drug testing with access to collection sites nationwide.
- Update the consortium random pool with negative DOT pre-employment drug test results, using the Chain of Custody forms we provide.
- Ensure all drug testing is completed by a DOT compliant (SAMHSA) laboratory.
- Provide a DOT certified Medical Review Officer (MRO) review for every test result.
- Provide guidance and support for reasonable suspicion testing including training for supervisors.
- Provide all test results in a secured and confidential fashion by the email(s) provided by the Company or through our online portal.
- In the event of a positive test result provide access to a network of DOT compliant substance abuse professionals (SAP's) available in the Company's area.
- As directed by SAP, we can provide a follow-up testing program for an extra fee.
- Provide verification of compliance, participant names and any other available Information to DOT auditors as requested.
- Gentle Touch Laboratory will maintain copies as required by DOT for service agents of any drug and/or alcohol test results.

RESPONSIBILITIES OF COMPANY (EMPLOYER AND/OR OWNER OPERATOR)

- Company must use Chain of Custody Forms provided by Gentle Touch Laboratory for All DOT Drug Testing.
- DOT requires all safety sensitive employees to have a DOT compliant negative DOT pre-employment drug test result prior to starting safety sensitive work.
- All safety sensitive employees must take a new DOT pre-employment drug test if they have not participated in a controlled substances testing program within the previous 30 days or missed a random selection.
- Company must complete all Random Testing within Selection Period or be deactivated from Consortium.
- Maintain a legible paper copy of all drug & alcohol test results available for review and/or audit including pre-employment, random, post-accident, reasonable suspicion, follow-up and return to duty test results as per DOT requirements.
- Complete verification of prior drug, alcohol & driving violations process for each new driver.
- Provide ongoing and timely information of all changes to the driver roster to Gentle Touch Laboratory
- Distribute random selection notifications to drivers within the selection period.
- Ensure selected drivers report for random testing according to DOT regulations.
- Determine if a post-accident drug and alcohol testing is necessary following any accident.
- Make the determination whether or not to conduct a reasonable suspicion test.
- Provide Gentle Touch Laboratory with secure and confidential email(s) to receive test results, random notifications and invoices.
- If a driver tests positive, refer driver to a SAP and make determination whether to terminate the driver.
- Ensure a driver does not resume driving prior to SAP approval and Return-to-Duty testing.
- Provide any and all training to each supervisor as per DOT regulations.
- Ensure each supervisor receives the DOT required reasonable suspicion training through Gentle Touch Laboratory or another provider.
- Serve as the primary custodian of the records as per the DOT regulations.
- Ensure DOT Breath Alcohol test results are Faxed and/or Emailed to Gentle Touch Laboratory within 24 hours of test results.

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- Remain ultimately responsible for the outcome of any DOT audit.

INVOICE TERMS & CONDITIONS

Invoices for are Due upon Receipt. If Company has an invoice that exceeds 90 days, the Company's account is suspended until all outstanding payments are paid in Full. Results for drug and/or alcohol testing will not be processed or reported. Invoices not paid within 30 days are subject to 18% per annum service charge. If a Company has an invoice not paid within 90 days and/or the Company's Email & Phone is disconnected, the Company account will be Terminated and referred to a collection agency and cannot be reactivated. If Company is referred to a collection agency, there will be a 28% collection fee assessed to their account and /or Company may be reported to major credit bureaus: Experian, Equifax, Trans Union & Dun & Bradstreet. Company is responsible for all collection and legal fees.

FEE SCHEDULE FOR TESTING: Please see Company fee schedule for pricing information.

MEMBERSHIP: Your membership in Gentle Touch Laboratory's consortium will automatically renew every year in January. Fees for your Membership will be included in your December invoicing and will be due in January for the current year. All cancellations of consortium membership are required to be in writing and must be submitted 30 days in advance of renewal. Membership Enrollment & Renewal Fees are Non-Refundable.

ADDING ADDITIONAL DRIVERS: Drivers are added when a Negative DOT Pre-Employment Drug Test is Reported by the Medical Review Officer using the Custody-and-Control Forms Gentle Touch Laboratory provides. The Test Result must have a unique ID # for the result to be added to the Random Pool.

DEACTIVATING DRIVERS: Company must Deactivate Driver(s) Immediately upon Termination of Employment from Company. Drivers may be Reactivated within 30 Days from Date of Deactivation only if a Random Selection has not taken place. Company must Deactivate Drivers from Website Dashboard.

RANDOM SELECTIONS: Gentle Touch Laboratory Notifies Company DER (Designated Employee Representative) for Random Selections by Email and on the Website Dashboard.

CONTESTING POSITIVE DRUG TEST RESULTS: Gentle Touch Laboratory charges \$300 to the Company to send Sample B to another Laboratory for confirmation testing when the employee requests through the MRO that their sample be retested.

DISHONORED CHECK CHARGES: Where permitted by law, Company agrees to pay a \$30.00 fee or other permitted maximum amount for (a) any dishonored or returned check or other item due to lack of funds in the maker's account or the failure of maker to have an account, or because maker stopped payment without good cause, and (b) any automatic payment authorized by Company which is rejected or not honored by Company's bank or credit card issuer for any reason, along with any costs and expenses incurred in connection with collection of such dishonored, returned or rejected check, other item or Automatic Payment.

CANCELLATION OF AGREEMENT: Either party may cancel this agreement at any time upon thirty day written notice.

COMPANY AGREES TO INDEMNIFY: Company agrees to indemnify Gentle Touch Laboratory, its assignees, and vendors, and hold each of them harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses, including legal fees, arising out of or by reason of any breach or alleged breach by Gentle Touch Laboratory of any of the representations, warranties, or agreements made under this service agreement.

TERMINATION FROM DOT CONSORTIUM: Company's failure to pay for overdue invoices will be cause for immediate termination from the Consortium. Companies referred to collections will not be reactivated in the Consortium. Company's failure to comply with the Regulations as set forth by 49 CFR Part 40, such as not completing all Random Testing within Selection Period will result in Termination from Gentle Touch Laboratory DOT Drug & Alcohol Consortium. Membership Fees are Non-Refundable.

Company Rep Signature

Date

Company Rep Print Name

Company Name