



**MARITIME AND AVIATION PROJECT LABOR AGREEMENT (MAPLA)
2016
SOCIAL JUSTICE PROGRAM**

CONTRACTOR INFORMATION PACKET

Prepared by



Last updated May 30, 2020

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Dear Contractor,

When you sign a construction contract with the Port of Oakland and or one its Maritime or Aviation tenants, you agree to comply with the Maritime and Aviation Project Labor Agreement (MAPLA). A very important component of the Port of Oakland's MAPLA is the Social Justice Program, which focuses on the hiring and retention of local area residents. This Contractor Information Packet contains important information on the goals and requirements of the program as well as information on how to comply.

Davillier Sloan, Inc. (DSI) is the administrator of the MAPLA. We believe very strongly that our goal is to guide and assist contractors in reaching and, when possible, exceeding the goals of the program. The DSI program manager is Kitty Creech and I am also available if need be. Please do not hesitate to call upon us.

Sincerely,

Jake Sloan, President
Davillier Sloan, Inc.

TABLE OF CONTENTS

WORKING UNDER THE MAPLA 2016	1
GUIDEBOOK OVERVIEW	3
REQUIRED FORMS	5
Project Information (prior to construction)	5
Subcontractor List (prior to construction)	6
Letter of Assent (LOA) (prior to construction)	7
Local Hiring Compliance Plan (prior to construction).....	8
Pre-Job Conference Request (prior to construction).....	9
Social Justice Trust Fund (during construction)	10
Disadvantaged Worker and New Hire Credit Request Form (during construction).....	12
Disadvantaged Worker Validation Form (during construction)	14
Contractor Credit Request Form (during construction)	15
TRUCKING INFORMATION & FORMS	16
ELECTRONIC CERTIFIED PAYROLL	28
SUBSTANCE ABUSE TESTING	29

WORKING UNDER THE MAPLA 2016

The Port of Oakland strongly urges all contractors working under the Maritime and Aviation Project Labor Agreement (MAPLA) 2016 to thoroughly review the full text of the MAPLA 2016 and to become familiar with all of its provisions. The complete MAPLA may be found at http://www.portofoakland.com/files/PDF/MAPLA_Agreement_2016.pdf and is also included in the Port's project manual. The following list summarizes some of the most important MAPLA provisions, with special focus on those which differ significantly from the corresponding provisions in previous versions of MAPLA.

- **Letter of Assent**

All general contractors and all sub-contractors, regardless of tier, must sign a Letter of Assent (LOA) and agree to be a party to and to be bound by the total content of the MAPLA. The LOA binds the contractor to the terms of the MAPLA for the awarded project only, and does not bind any contractor to any union agreement. The original executed LOAs must be filed with the Port Attorney, with a copy sent to DSI prior to the commencement of work. It is imperative that a contractor working under MAPLA execute the LOA because the unions will not conduct a pre-job meeting or dispatch workers until a copy of the LOA is on file. The LOA applicable to the project can be found in the project manual or contact the general contractor.

- **Local Hiring Provisions**

Contractors are required to make a good faith effort to reach the following hiring goals.

- **Overall:** 50% of all hours are to be worked by Local Impact Area (LIA) residents, on a craft by craft basis, if workers are available, capable and willing to work on covered projects. The LIA consists of the cities of Oakland, Alameda, San Leandro and Emeryville.
 - Failing that, 50% of all hours are to be worked by Local Business Area (LBA) residents, on a craft by craft basis, if workers are available, capable and willing to work on covered projects. The LBA includes all cities not mentioned above in Alameda and Contra Costa Counties.
- **Apprentice:** 20% of all hours, on a craft by craft basis, are to be worked by apprentices;
 - 100% of all apprentice hours are to be worked by LIA residents, if such apprentices are available, capable and willing to work on covered projects. Failing that, 100% of all the apprentice hours are to be worked by LBA apprentices.
 - 25% of apprentice hours shall be worked by Disadvantaged Workers, if available.¹
- **New Hire:** General contractor and/or its subcontractor must hire at least 1 New Hire Apprentice² (NHA) for the first \$1M of construction bid value. For each additional \$5M (beyond the first \$1M), at least 1 additional New Hire Apprentice shall be hired. Each NHA must work at least 500 hours, unless waived by Social Justice Committee.
- Contractors can obtain up to half credit towards the above goals by utilizing LIA apprentices "off-site" (i.e. non-MAPLA projects).

Contractors using lower tiered subcontractors are responsible for ensuring their compliance with the local workforce hiring goals. The goals apply to contractors at all tiers who work on MAPLA covered projects.

Davillier-Sloan, Inc. (DSI) requests a local hiring compliance plan prior to the pre-construction meeting. If you do not have a copy, please contact the general contractor for the local hiring compliance plan form.

- **Social Justice Trust Fund**

On a monthly basis, all general contractors and subcontractors must make a contribution of \$0.30 cents per craft hour worked to the Social Justice Trust Fund. This money will be used to support programs that assist LIA residents to eliminate employment barriers and gain entry into and remain in the building trades. This fund is not the union's trust funds. If contracted directly with the Port, the general contractor shall make its contributions through the progress payment application process, using the form provided in the project manual. If contracted with a Port tenant, the general contractor shall make monthly contributions directly to the East Bay Community Foundation, using the form provided in the contractor information packet.

¹ "Disadvantaged Workers" shall mean those LIA residents, prior to commencing Covered Project(s), who meet at least one of the following barriers to employment: (1) is currently homeless; (2) is currently a custodial single parent; (3) is currently receiving public assistance; (4) has a criminal record or other criminal justice system involvement; (5) has been continuously unemployed for the previous one year; (6) has been emancipated from the foster care system; (7) is a veteran of the U.S. military; or (8) resides in an Economically Disadvantaged Area. "Economically Disadvantaged Area" means a zip code within the LIA and that includes a census tract or portion thereof in which the median household income is less than \$40,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census, and as updated by the U.S. Census Bureau in its Median Annual Household Income data by census tract in the American Community Survey.

² "New Hire Apprentice" means a LIA resident who, on the date that such individual is hired or assigned to perform the applicable Covered Project(s), is newly enrolled (for fewer than two years for List Trades and fewer than one year for all other non-List Trades) in a Joint Labor-Management apprenticeship program that is currently registered with the State of California's Division of Apprenticeship Standards.

- **Prevailing Wages**

All employees covered by the MAPLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing rate determination. On contracts federally funded or assisted, the contractors shall pay California and/or Federal prevailing wages, whichever is higher. For current information on the prevailing wage for each craft go to the Department of Industrial Relations at www.dir.ca.gov. In accordance with MAPLA 2016 Article 15, Wages and Benefits, Section 2, if a wage increase negotiated in a local agreement becomes the prevailing wage under state law, the Contractor will pay that rate retroactive to the effective date of the locally negotiated wage increase.

The Port of Oakland uses a Web Accessed Monitoring System (WAMS) to monitor compliance with federal and state prevailing wage laws. All firms doing business with the Port on construction and applicable professional services must register with Elation Systems at <https://www.elationsys.com/app/registration>. To ask questions concerning the Elation Systems contact the help desk at support@elationsystems.com, (925) 924-0340 or Donna Cason, Port of Oakland at (510) 627-1252. E-mail: dcason@portoakland.com

- **Using Non-Union Workers**

The MAPLA Core Employee provisions apply only to non-signatory contractors (i.e., contractors who are not a party to a current Master Labor Agreement applicable to the work of the contract). A non-signatory contractor may use up to five (5) of its own “core” employees, provided that the first worker hired comes from the applicable union. The second worker will be a core, the third worker from the union, fourth worker will be a core worker, and so forth. Lay-offs will be in the reverse order. All core employees are required to pay union initiation fees and representation fees. Non-signatory contractors should note that they are required to make payment on behalf of core employees into the established labor-management vacation, pension or other forms of deferred compensation plans, apprenticeship, and health benefit funds for each hour worked.

To be considered as a Core Employee under the MAPLA, the employee:

- Must possess any license required by state or federal law for the project work performed.
- Must have worked a total of at least one thousand (1,000) hours in the applicable construction craft during the prior three (3) years.
- Must have been on the contractor’s active payroll for at least sixty (60) days out of the one hundred eighty (180) calendar days prior to the contract award date.
- Must have the ability to perform safely the basic functions of the applicable trade.

- **Trucking**

The MAPLA covers any trucking on a construction site and performance of Construction Trucking (i.e. the delivery of ready-mix, asphalt, aggregate, sand or other fill material that are directly incorporated into the construction process of the Covered Project(s), as well as the off-hauling of debris, excess fill, material, mud, dirt, ground asphalt, or concrete rubble). The MAPLA coverage includes Owner-Operators. Truckers shall execute a LOA, unless exempted. Certified payrolls must be submitted for each vehicle hauling to, from and on the site.

- **Substance Abuse Testing**

Contractors should be aware that the cost of substance abuse testing should be factored into the bid. The MAPLA has a uniform substance abuse policy. **All craft employees, including your core employees, must be tested for controlled substances before they start work at the job site.** Testing is done through DISA, Inc. For information, contact Pamela Juan: (707) 750-5218 or pamela.juan@disa.com.

- **Pre-Job Conferences**

The general contractor and all lower tiered subcontractors working on-site shall attend a pre-job conference with the Building and Construction Trades Council of Alameda County prior to start of construction. Participation in the pre-job meeting is mandatory. Working with the MAPLA Administrator, the general contractor will schedule the pre-job conference at least 3 weeks prior to work beginning on-site.

MAPLA Administration Team

Jake Sloan, Davillier-Sloan, Inc.
T: (510) 385-1242 / F: (510) 835-7613
jake@davillier-sloan.com

Kitty Creech, Davillier-Sloan, Inc.
T: (510) 835-7603x24 / F: (510) 835-7613
kitty@davillier-sloan.com

GUIDEBOOK OVERVIEW

This MAPLA 2016 Guidebook has been developed for contractor's reference and highlights the requirements, submittals and timeliness necessary to be compliant with the MAPLA. The complete MAPLA may be obtained from the bid specifications prior to award or prime contractor or at http://www.portofoakland.com/files/PDF/MAPLA_Agreement_2016.pdf. The Port of Oakland urges contractors working under the MAPLA to review it in its entirety and to become familiar with its provisions and should be especially aware of some important traditional and non-traditional components of the MAPLA.

Prior to Construction -

Prime contractor is ultimately responsible for submission for all lower tier subcontractors.

1. As needed or requested, attend kick off meeting. The prime contractor may be asked to meet with DSI to review MAPLA requirements. This provides an opportunity before work begins to answer questions on logistics, procedures, new hire apprentices, etc. This meeting may be scheduled in conjunction with other kick off meetings or may stand alone.
2. Prime contractor shall complete the following forms (see required forms section) and submit to DSI at least three (3) weeks prior to starting work on-site:
 - a. Project Information form (PIF) and complete list of subcontractors
 - b. Pre-job Conference Request form
 - c. Collect and provide executed Letters of Assent (LOAs) and Local Hiring Compliance Plans (LHCP) from every tier contractor
3. Prime contractor shall attend, assure the attendance of all tier contractors and answer project related questions at the Building Trades Council (BTC) pre-job meeting. Date to be set prior to work beginning on-site.
4. As needed, non-signatory contractors shall work with applicable union(s) to sign up and dispatch qualified core employees prior to start of work.
5. Prime contractor shall set up subcontractors in the Port's electronic web accessed monitoring system. Subcontractors, in turn, shall set up lower tier subcontractors.
6. All contractors shall set up substance abuse testing for all employees, including core employees prior to start of work on-site. Testing is done through the DISA office.

During Construction -

1. As needed, contractors shall employ Local Impact Area (LIA) residents to reach the local hiring goals. The following are the good faith steps that a contractor can take to demonstrate they have made every effort to reach the local hiring goals:
 - a. Submit local hire compliance plan form;
 - b. Attend pre job meeting and discuss any local hire concerns before beginning covered project;
 - c. Use "Name Call" and "Rehire" or other programs to reach goals when they are available as part of the hiring hall dispatch procedures;

- d. Maintain copies of all dispatch requests for LIA residents along with Union responses and submit to DSI through the prime contractor;
 - e. Request a worker from all currently designated Workforce Development Centers, consistent with Article 8 of the MAPLA, if the Unions cannot provide LIA residents to the contractor upon request;
 - f. Sponsor LIA residents and Disadvantaged Workers for apprenticeship, when possible;
 - g. Meet with the DSI or the Social Justice Committee (“SJC”) upon request to resolve compliance issues;
 - h. Submit copies of DAS form 140 to Port’s SRD and DSI upon request.
2. On a weekly basis, all contractors performing work on-site shall submit certified payroll reports (CPR), including trucking firms into the Port’s electronic web assessed monitoring system.
 3. On a monthly basis, prime contractor shall make contributions to the Social Justice Trust Fund. If the prime contractor has a contract with the Port, these contributions will be deducted from the monthly progress payment application. If prime contractor has a contract with a Maritime or Aviation tenant, the prime contractor shall fill out 00825R1 form and submit on a monthly basis.
 4. As needed, prime contractor shall work with DSI to schedule follow up pre-job meetings, including but not limited to providing LOAs, LHCPs and pre-job request form.
 5. As needed, prime contractor shall collect and submit trucking forms to DSI for trucking firms who have performed MAPLA covered work.
 6. As needed, prime contractor shall attend compliance meetings with DSI and may be invited to attend Social Justice Committee meeting(s) to discuss compliance issues.
 7. As needed, DSI will conduct site visits on-site.

REQUIRED FORMS

The required forms pictured in this document are for reference only. Electronic copies of the forms will be emailed to you by MAPLA Administrator, DSI. All filled out forms for the covered work must be submitted to prime contractor and if complete, will provide to DSI project manager, Kitty Creech.

Project Information (prior to construction)

The Project Information Form, filled out by the prime contractor only, must be submitted within seven (7) business days of the Notice of Award. This form is utilized to collect information from the prime about the covered project, related scope of work as well as the prime contractor's project manager and certified payroll contact.

To be filled in by prime contractor only



Davillier-Sloan, Inc.
Labor Management Consultants
Phone: (510) 835-7603
Fax: (510) 835-7613
Email: info@davillier-sloan.com

PROJECT INFORMATION

Please type or print clearly.

Complete Project Name _____

Port Project/Contract Number _____ Contract Amount _____

Bid Date _____ Awarding Date _____ NTP _____

Estimated Start Date _____ Estimated Completion Date _____

Scope of Work _____

(Further explanation can be attached on separate sheet of paper)

General Contractor _____

Address, City, County, State, Zip _____

Project Manager _____ E-mail Address _____

Phone Number (office) _____ (cell) _____

Certified payroll contact _____ E-mail Address _____

Phone Number (certified payroll) _____ (fax) _____

Please attach a subcontractor list and notify DSI when a new subcontractor (any tier) begins work on-site.

Please email this form to: kitty@davillier-sloan.com or fax to: (510) 835-7613

Subcontractor List (prior to construction)

The Subcontractor List, filled out by the prime contractor only, must be submitted within seven (7) business days of the Notice of Award. The list must be updated by the prime contractor during construction and as needed. This form is utilized to collect information from the prime about all tiers of all subcontractors and related contact information, contractor’s license, scope of work, submission of Letter of Assent and union affiliation.

SUBCONTRACTOR LIST

Complete Project Name: _____

General Contractor _____

Subcontractor: Name, Project Manager, Address, Phone, Email	License # & Expiration Date	Scope of Work	Letter of Assent attached? (Y/N)	Signatory to one or more unions? (Y/N)

Please fax to: (510) 835-7613 or
Email this form to: kitty@davillier-sloan.com

Letter of Assent (LOA) (prior to construction)

Prime Contractor

The prime contractor must fill out and submit a Letter of Assent for itself, and cause all lower tiers of subcontractors to do the same. This form must be submitted at least three (3) weeks prior to starting work on-site.

Lower Tier Subs

All tiers of all subcontractors must fill out and submit a Letter of Assent for themselves and submit the form to their prime contractor. The prime contractor is responsible for collecting the submitted LOAs and providing to DSI at least three (3) weeks prior to subcontractors starting work on-site.

To be executed by every contractor at every tier

APPENDIX A

LETTER OF ASSENT

_____, 20____

Danny Wan, Port Attorney
530 Water Street, 4th Floor
Oakland, CA 94607

Subject: Port of Oakland Maritime and Aviation Project Labor Agreement – Letter of Assent

Dear Mr. Wan:

The undersigned party confirms that it agrees to be a party to and bound by the Port of Oakland Maritime and Aviation Project Labor Agreement (the “Agreement” or “MAPLA”) as entered into by and between the Port of Oakland and the Building and Construction Trades Council of Alameda County and their affiliated unions, dated February 1, 2016, as the Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. This Agreement includes the Addendum and Memorandum of Agreement governing Construction Trucking Work.

By executing this Letter of Assent, the undersigned party subscribes to, adopts, and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of this letter. The undersigned party agrees to execute a separate subscription agreement for those trust funds that so require.

MAPLA Project Name: _____ Contractor / Subcontractor Name: _____ California State License Number: _____	Authorized Person: _____ (Print Name) _____ (Title) _____ (Signature) _____ (Telephone Number) _____ (Date)
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cc: Jake Sloan
Davillier-Sloan, Inc.
1630 12th Street
Oakland, CA 94607

PORT OF OAKLAND MARITIME AND AVIATION PLA

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Local Hiring Compliance Plan (prior to construction)

Prime Contractor

The prime contractor must submit a Local Hiring Compliance Plan (LHCP). The LHCPs are to be submitted in conjunction with the Pre-Job Conference Request form and the LOA at least three (3) weeks prior to the prime contractor's first day of on-site construction. The LHCP asks for pertinent covered project information, contract contact information, trades being utilized by the prime contractor, union signatory status and information used to determine potential sponsorship of new apprentices. There is information requested if the prime contractor wants to set up a follow-up meeting if necessary. There is also an overview of the good faith efforts on the back of the LHCP.

Lower Tier Subs

All tiers of all subcontractors must submit a Local Hiring Compliance Plan to the prime contractor who will review for completeness and submit to DSI.

To be executed by every tier contractor at every tier

ProjectTitle
ContractNumber

DOCUMENT 00827R1

MAPLA LOCAL HIRING COMPLIANCE PLAN [2016] V.1

Please submit compliance plan prior to pre-job meeting

Check one <input type="checkbox"/> General Contractor <input type="checkbox"/> Sub-contractor	Name of Firm: Project Name & #	Estimated Start Date: Estimated Completion Date:
---	-----------------------------------	---

Name of General Contractor:	Contract Amount:	Estimated Peak Workforce:
List all trades anticipated:	Are you signatory to one or more unions? Yes / No Please list:	If craft allows, are you willing to sponsor new apprentices? Yes / No

MAPLA HOURLY GOALS:
1) Residents of the Local Impact Area (Oakland, Alameda, San Leandro, and Emeryville) should work 50% of all craft hours, if available, capable and willing. 2) For each craft, all of the apprentices (100%) should be Local Impact Area residents. 3) For each craft, 25% of apprentice hours shall be disadvantaged workers. Note State apprenticeship goal is apprentices must work 20% of the project hours.

Trade(s)	Estimated Total Hours (J+H)	50% Estimated "LIA Hours (J+H)	Estimated "LBA Hours (J+H)	20% Estimated Apprentices Hours	100% Estimated "LIA Apprentices Hours	25% Disadvantaged Apprentices Hours

MAPLA NEW HIRE GOAL: (to be prepared by general contractor)
For the project, employ 1 LIA new hire apprentice for the first \$1M of the general contractor's contract value. For each successive \$5M, hire at least 1 additional LIA new hire apprentice.

Construction Contract Value	# of LIA new hire apprentices req'd	Trade(s)	% of project complete when LIA new hire will be employed	Estimated LIA new hire Hours
			20%	

Narrative description of compliance plan (How do you plan to reach the local hire goals?)

Prepared by (Contractor's representative) _____ Date: _____
Signature _____ Print _____

*LIA= Local Impact Area which is Oakland, San Leandro, Alameda and Emeryville
**LBA = Local Business Area which is Alameda County and Contra Costa County

Below is partial list of workforce development centers who may assist in reaching MAPLA local hiring goals:
West Oakland Job Resource Center (510) 419-0069
Cypress Mandela Training Center (510) 208-7350
Trades Workers, Inc. (510) 894-8773
Rising Sun Energy Center (510) 865-1504

GENERAL CONTRACTOR & SUBCONTRACTORS MUST ATTACH A LIST OF KNOWN SUB-TIER CONTRACTORS

GENERAL CONTRACTOR IS RESPONSIBLE FOR THE SUBMISSION OF THE LOCAL HIRING COMPLIANCE PLAN FORM FROM ALL TIER CONTRACTORS

Email to: General Contractor and general contractor will submit to MAPLA Administrator
Send Copy to: Social Responsibility Division (Attn: Public Works Unit)
Port of Oakland
330 Water Street
Oakland, CA 94607

ProjectTitle
ContractNumber

**Summary of Port MAPLA 2016
Good Faith Efforts**

The following are the "Good Faith" steps that a contractor can take to demonstrate that they have made every effort to reach the local hiring goals of the Port of Oakland MAPLA 2016. This list is a minimum and additional efforts may be required.

1. Submit local hire compliance plan form (see attached);
2. Attend pre job meeting and discuss any local hire concerns before beginning covered project;
3. Use "Name Call" and "Rehire" or other programs to reach goals when they are available as part of the hiring hall dispatch procedures;
4. Maintain copies of all dispatch requests for LIA residents along with Union responses and submit to MAPLA Administrator through the prime contractor;
5. Request a worker from all currently designated Workforce Development Centers, consistent with Article 8 of the MAPLA, if the Unions cannot provide LIA residents to the contractor upon request;
6. Sponsor LIA residents and Disadvantaged Workers for apprenticeship, when possible;
7. Meet with the MAPLA Administrator or the Social Justice Committee ("SJC") upon request to resolve compliance issues;
8. Submit copies of DAS form 140 to Port's SRD and MAPLA Administrator upon request.

Please direct inquiries and information through the prime contractor then to MAPLA Administrator

MAPLA Administrator
Daviilser-Sloan, Inc.
1630 12th Street
Oakland, CA 94607
litro@daviilser-sloan.com

Pre-Job Conference Request (prior to construction)

The Pre-Job Conference Request form, filled out by prime contractor only, must be submitted to the DSI at least three (3) weeks prior to first day of on-site construction. The prime contractor must detail the project that they are requesting the pre-job meeting for as well as the general scope, project manager name and contact information, the contract amount and start date. The prime contractor must also list all subcontractors participating in the noted pre-job, as well as information related to the project. The Prime Contractor must also provide each listed subcontractor's contact person and related contact information, California State Licensing Board number and indicate prior or current submission of the mandatory Letter of Assent.

There may be more than one pre-job meeting requested, and therefore conducted, to meet the schedule of on-boarding subcontractors for the project. The Pre-Job Conference Request form may be submitted as many times as necessary to ensure that all tiers of all subcontractors performing covered work have described their work on the project, the trades that they assigned the work to, start and stop dates, and any other pertinent information necessary to ensure that the parameters of the MAPLA is fully delineated and understood by all parties performing covered work. As with the first Pre-Job Conference Request form, submission must be at least three (3) weeks prior to the prime contractor or any tier of subcontractor's first day of on-site construction.

**To be filled in by prime contractor only.
Include contractors at every tier and provide LOAs and LHCPs for each.**



Pre Job Conference Request Template

Date of Pre-Job request: *to be filled in by BTC*
Time of Pre-Job Request: *to be filled in by BTC*

Name of Job:
General Scope of Job:
Project Address:
General Contractor:
Contact: **Contract Amount:**
Start Date: **End Date:**

List of contractors (prime contractor first):

Example

1. Christine Garrett's Glass
1234 Main St. Oakland CA 94607
CSLB: 12345
Andreas Cluver 510-430-8664
Scope: Installing glass
Sub to: Building Trades
Estimated Start Date: 9/23/16
Estimated Completion Date (Duration): 10/24/16 (15 days)
Letter of Assent (LOA) and Local Hiring Compliance Plan (LHCP) attached: Yes

2. Name of company:
Company Address:
CSLB:
Contact Person and phone number:
Scope of work:
Sub to:
Estimated Start Date:
Estimated Completion Date (Duration):
Letter of Assent (LOA) and Local Hiring Compliance Plan (LHCP) attached:

3. Name of company:
Company Address:

Contract with Maritime and Aviation tenant

Prime contractors for tenant MAPLA covered work shall collect the monthly contribution from each subcontractor and submit directly to the East Bay Community Foundation with a copy to Social Responsibility Division and DSI. See form below for details.

ATTACHMENT A

SOCIAL JUSTICE TRUST FUND CONTRIBUTION LETTER OF TRANSMITTAL

_____, 20__

Social Justice Labor Management Cooperation Trust Fund/EBCF
c/o East Bay Community Foundation
DeDomenico Building
200 Frank H. Ogawa Plaza
Oakland, CA 94612

Subject: Port of Oakland Maritime and Aviation Project Labor Agreement (MAPLA)
Social Justice Trust Fund Contribution
Contract Title and Number: _____

Enclosed is a check in the amount of \$ _____ for payment of the MAPLA Social Justice Trust Fund contribution for the period beginning _____ and ending _____. Copies of the Summary Workforce Reports covering the same period are also enclosed.

The payment amount is calculated as follows:

$$\begin{aligned} \text{Social Justice Trust Fund Contribution} &= \text{Total Number of Hours Worked or Paid} \times \text{Hourly Contribution (\$0.30)} \\ &= \text{_____ Hours} \times \$0.30 \\ &= \text{\$ _____ (Amount Due)} \end{aligned}$$

Check if applicable: <i>No hours worked or paid this period.</i> <i>This is the final payment under this contract.</i>

I certify under penalty of perjury that the above calculation accurately reflects hours worked or paid.

Contractor: _____

Name and Signature: _____
(Print Name)

(Signature)

()

(Telephone Number)

Enclosures: Payment and Summary Workforce Reports

cc (transmittal letter and Summary Workforce Reports):

Jake Sloan Davillier-Sloan Labor Management Consultants 1630 12 th Street Oakland, CA 94607	Port of Oakland Social Responsibility Division 530 Water Street Oakland, CA 94607 Attention: Public Works Unit
---	--

Disadvantaged Worker and New Hire Credit Request Form (during construction)

- 1) One of the local hire requirements is that 25% of all apprentice hours shall be performed by Disadvantaged Workers. To receive credit, the prime contractor shall submit the below form to DSI for each Disadvantaged Worker hired. DSI may request additional information and or perform a site visit to validate information.

Disadvantaged Workers shall mean those LIA residents, prior to commencing Covered Project(s), who meet at least one of the following barriers to employment: (1) is currently homeless; (2) is currently a custodial single parent; (3) is currently receiving public assistance; (4) has a criminal record or other criminal justice system involvement; (5) has been continuously unemployed for the previous one year; (6) has been emancipated from the foster care system; (7) is a veteran of the U.S. military; or (8) resides in an Economically Disadvantaged Area. “Economically Disadvantaged Area” means a zip code within the LIA and that includes a census tract or portion thereof in which the median household income is less than \$40,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census, and as updated by the U.S. Census Bureau in its Median Annual Household Income data by census tract in the American Community Survey.

- 2) An additional local hire requirement is for each construction contract, the prime contractor and/or its subcontractors must hire at least one (1) LIA resident as a New Hire Apprentice for the first one million dollars (\$1 million) of construction bid value. For each additional five million dollars (\$5 million) of construction bid value (beyond the first \$1 million), a Contractor and/or its subcontractors must hire at least one (1) additional LIA resident as a New Hire Apprentice. To receive credit, the prime contractor shall submit the below form to DSI for each Disadvantaged Worker hired. DSI may request additional information and or perform a site visit to validate information.

DOCUMENT 00828R1

**MAPLA DISADVANTAGED WORKER AND/OR
NEW HIRE APPRENTICE FORM [2016] V.1**

To be filled out by contractor. Please type or print clearly.



Complete and send to project prime contractor and prime contractor will submit to Davillier-Sloan, Inc.

Complete MAPLA 2016 Project #/Name _____

Contractor requesting credit _____ Are you a Subcontractor? Y / N

Who is your Prime Contractor _____ Project Prime Contractor _____

Contractor Address _____

Phone _____ Email _____

Prepared by _____ Signature _____

Apprentice Name Home Address, City, State & Zip Social Security # (at least last 4 digits)	Craft & Apprentice level	Meets criteria for Disadvantaged Worker or New Hire?	Referred by	Date of Hire
1. Example <i>Jane Smith</i> <i>123 Main Street, Oakland, CA 94607</i> <i>SS# 123-45-6789</i>	<i>Sheet Metal Worker</i> <i>10% apprentice</i>	<i>Disadvantaged &</i> <i>New Hire</i>	<i>DW database or</i> <i>Sheet Metal</i> <i>Workers Union</i>	<i>1/5/2016</i>
2.				
3.				

NOTE: Under MAPLA 2016 Article 8.9 For each Construction Contract, a Contractor and/or its subcontractors must hire at least one (1) LIA resident as a New Hire Apprentice for the first one million dollars (\$1 million) of construction bid value. For each additional five million dollars (\$5 million) of construction bid value (beyond the first \$1 million), a Contractor and/or its subcontractors must hire at least one (1) additional LIA resident as a New Hire Apprentice. Per Article 8.8, 25% of all apprentice hours shall be performed by Disadvantaged Workers. Disadvantaged Workers shall mean those LIA residents...who meet at least one of the following barriers to employment: (1) is currently homeless; (2) is currently a custodial single parent; (3) is currently receiving public assistance; (4) has a criminal record or other criminal justice system involvement; (5) has been continuously unemployed for the previous one year; (6) has been emancipated from the foster care system; (7) is a veteran of the U.S. military; or (8) resides in an Economically Disadvantaged Area. "Economically Disadvantaged Area" means a zip code within the LIA and that includes a census tract or portion thereof in which the median household income is less than \$40,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census, and as updated by the U.S. Census Bureau in its Median Annual Household Income data by census tract in the American Community Survey.

**PLEASE ATTACH RELEVANT SUPPORTING DOCUMENTATION
i.e. CA driver's license, proof of apprenticeship, validation form**

Project prime contractor, please fax to: (510) 835-7613 or Email this form to: kitty@davillier-sloan.com

PlanFileNumber/OracleProjectNumber

00828R1-1

Disadvantaged Worker Validation Form (during construction)

If DSI is unable to validate a Disadvantaged Worker during a site visit, the contractor may be asked to complete the validation form below.

V4/12/2016

PORT OF OAKLAND MAPLA 2016 DISADVANTAGED WORKER VALIDATION FORM

To be filled out by contractor. Please type or print clearly.

(To be filled out in cases when MAPLA Administrator is unable to validate DR on-site)

MAPLA 2016 Project #/Name _____

Contractor requesting DR credit _____ Are you a Subcontractor? Y / N

Who is your Prime Contractor _____ Project Prime Contractor _____

Contractor Address _____

Phone _____ Email _____

Under penalty of perjury, by signing below, I, _____ (name),
an employee of _____ (contractor's name) has confirmed
that _____ (name of DW) fulfills the DW criteria which are:

1) currently a Local Impact Area (Alameda, Emeryville, San Leandro or Oakland) resident; is 2)
enrolled in a State approved apprenticeship program for less than 2 years and 3) fulfills at least
one of the disadvantaged worker criteria below:

- currently homeless;
- is currently a custodial single parent;
- is currently receiving public assistance;
- has a criminal record or other criminal justice system involvement;
- has been continuously unemployed for the previous one year;
- has been emancipated from the foster care system;
- is a veteran of the U.S. military; or
- resides in an Economically Disadvantaged Area*

* Economically Disadvantaged Area" means a zip code within the LIA and that includes a census tract or portion thereof in which the median household income is less than \$40,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census, and as updated by the U.S. Census Bureau in its Median Annual Household Income data by census tract in the American Community Survey. Currently, those zip codes include: 94621, 94612, 94607, 94606 and 94601.

Signature

Date

Additionally, below is the most recent contact information for the DW.

Phone _____ Email _____

Project prime contractor, please fax to: (510) 835-7613 or Email this form to: kitty@davillier-sloan.com

Contractor Credit Request Form (during construction)

Contractors may receive up to ½ credit towards the local hiring goals for employing LIA residents on non-MAPLA projects. In order to receive such credit, contractors shall submit the Contractor Credit Request form and supportive documentation for review and validation. As with all documentation, subcontractors shall provide to the prime contractor who will review for completeness and submit to DSI. No credit for other work will be allowed until the contractor has demonstrated good faith effort to reach the goals on covered work and received written approval from DSI.

ProjectTitle
ContractNumber

DOCUMENT 00826R2

MARITIME AND AVIATION PROJECT LABOR AGREEMENT (MAPLA) FORM REQUESTING OFF-SITE APPRENTICE CREDIT

PORT PROJECT: _____ Reporting Period: from ___/___/201__ to ___/___/201__

PORT CONTRACT NUMBER: _____ PRIME CONTRACTOR: _____

(If Not Prime Contractor) Check One: Subcontractor to Prime

Subcontractor to: _____

Apprentice Name Home Address City/State/Zip Code Last four digits of SSN	Craft	Off-Site Job Address Phone Contact #	Hours worked	Check all that apply
1.				<input type="checkbox"/> LIA Apprentice <input type="checkbox"/> New Hire LIA <input type="checkbox"/> Disadvantaged Worker <input type="checkbox"/> Journeyed-out
2.				<input type="checkbox"/> LIA Apprentice <input type="checkbox"/> New Hire LIA <input type="checkbox"/> Disadvantaged Worker <input type="checkbox"/> Journeyed-out

NOTE: This form is to be used for APPRENTICES ONLY. Under MAPLA Section 8.11, a contractor may receive credit for up to half the LIA, DW and NH apprentice goals by employing such apprentices on non-PLA work ("off-site") during its participation on the project. This credit allows the contractor to count offsite LIA/DW/HN apprentice work for up to half the respective goals. A contractor must still satisfy the overall apprentice utilization goal on MAPLA projects, and must meet any additional requirements established by the State Division of Apprenticeship Standards (DAS). This form must be accompanied by supporting documentation, including proof of residency, proof of apprenticeship, copies of certified payroll reports and, where applicable, copies of Document 00828R1, MAPLA Disadvantaged Worker and/or New Hire Apprentice Credit Form.

Company Name: _____
Address: _____
Phone Number: _____
Prepared By and Title: _____

Mail or Email to: Davillier-Sloan, Inc.
1630 12th Street
Oakland, CA. 94607
kitty@davillier-sloan.com

Signature: _____

Send Copy to: Social Responsibility Division (Attn: Public Works Unit)
Port of Oakland
530 Water Street
Oakland, CA 94607

PLEASE ATTACH RELEVANT SUPPORTING DOCUMENTATION

LIA: Local Impact Area (Oakland, Alameda, Emeryville and San Leandro)

END OF DOCUMENT

PlanFileNumber/OracleNumber

00826R2-3

TRUCKING INFORMATION & FORMS

The MAPLA covers any trucking on a construction site and performance of Construction Trucking (i.e. the delivery of ready-mix, asphalt, aggregate, sand or other fill material that are directly incorporated into the construction process of the Covered Project(s), as well as the off-hauling of debris, excess fill, material, mud, dirt, ground asphalt, or concrete rubble). The MAPLA coverage includes Owner-Operators. Truckers shall execute a LOA, unless exempted. Certified payrolls must be submitted for each vehicle hauling to, from and on the site.

The prime contractor is responsible for collecting and submitting to DSI the applicable trucking forms within in five (5) business days after the driver first performs. Prime contractor shall assure certified payrolls are submitted on a timely basis.

Explanation of what type of driver fills out which form(s):

- Drivers who are employees of brokers = Form A
- Drivers who are not employees of brokers but still consent to being covered by the MAPLA = Forms A and B
- Drivers who seek an exemption from MAPLA = Form C

Explanation of the three (3) forms:

1. Form A = 1st page of questionnaire
2. Form B = LOA
3. Form C = full questionnaire

MAPLA TRUCKING
FORM A

Port of Oakland MAPLA Driver Questionnaire
(for all drivers not exempt from MAPLA)

Instructions: Please fill out all boxes (unless instructions state otherwise) and sign at bottom. Answers to highlighted items will be kept confidential.

SECTION 1: DRIVER	
Name	Years Driving Experience
Address	
Telephone	Email
Driver's License No.	Endorsements
Check all that apply	
<input type="checkbox"/> License revoked for driving under the influence	
<input type="checkbox"/> Vehicular accidents in past 2 years. If checked: <input type="checkbox"/> Injury accident? <input type="checkbox"/> Cited by law enforcement?	
Placed "out of service" by DMV or CHP in past 5 years for:	
<input type="checkbox"/> Excessive Hours <input type="checkbox"/> Logbook Violations <input type="checkbox"/> Equipment Violations	

SECTION 2: VEHICLE	
A. Tractor	
VIN	License Plate
Manufacturer	Year
Legal Owner	
<input type="checkbox"/> Driver OR <input type="checkbox"/> Other Owner (provide name & address):	
Exhaust Filter Installed? <input type="checkbox"/> Yes <input type="checkbox"/> No	CARB compliant? <input type="checkbox"/> Yes <input type="checkbox"/> No
B. Trailer	
Manufacturer	Year
Legal Owner	
<input type="checkbox"/> Driver OR <input type="checkbox"/> Other Owner (provide name & address):	
C. <input type="checkbox"/> Other Driver(s) (fill out below if checked)	
Name	Years Driving Experience
Driver's License No.	Endorsements
D. Policy or controls on speed limits or maximum hours of service? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, who administers such policy/controls? (provide name & relationship to you):	

SECTION 3: CHP BIT PROGRAM	
Terminal Address	
Terminal Owner: <input type="checkbox"/> Driver OR <input type="checkbox"/> Name of other owner:	No. of vehicles at this terminal
Prior terminal inspections performed through administrative review? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, provide name of designated terminal representative who requested administrative review and relationship to you:	

I certify under penalty of perjury that the information provided above is true and correct. I also agree and understand that if any of the information provided above changes while working on this project or on future projects, I must immediately submit the updated information to be able to work on such projects. If I fail to update this information and a discrepancy is found, I understand I will not be permitted to continue to work on the project.

Signature _____ Date: _____

rev. 11/2016

Page 1

MAPLA TRUCKING
FORM B

LETTER OF ASSENT

Date: _____, 20__

Danny Wan, Port Attorney
539 Water Street, 4th Floor
Oakland, CA 94607

Subject: Port of Oakland Maritime and Aviation Project Labor Agreement – Letter of Assent

Dear Mr. Wan:

The undersigned party confirms that it agrees to be a party to and bound by the Port of Oakland Maritime and Aviation Project Labor Agreement (the "Agreement" or "MAPLA") as entered into by and between the Port of Oakland and the Building and Construction Trades Council of Alameda County and their affiliated unions, dated February 1, 2016, as the Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. This Agreement includes the Addendum and Memorandum of Agreement governing Construction Trucking Work.

By executing this Letter of Assent, the undersigned party subscribes to, adopts, and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of this letter. The undersigned party agrees to execute a separate subscription agreement for those trust funds that so require.

MAPLA Project Name:	_____
Trucking Firm Name:	_____
Name of Prime Contractor or Higher Level Subcontractor:	_____
Applicable License Number(s) (e.g., CSLB Number, PWC Registration Number):	_____

Authorized Person:	
(Print Name)	_____
(Title)	_____
(Signature)	_____
(Telephone Number)	_____
(Date)	_____

cc: Jake Sloan
Davillier-Sloan, Inc.
1630 12th Street
Oakland, CA 94607

Port of Oakland MAPLA Driver Questionnaire
(for drivers claiming exemption from MAPLA)

Instructions: Please fill out all boxes (unless instructions state otherwise) and sign at the end. Attach CHP Motor Carrier Permit and contract with broker, if applicable. Answers to highlighted items will be kept confidential.

SECTION 1: DRIVER	
Name	Years Driving Experience
Address	
Telephone	Email
Driver's License No.	Endorsements
Check all that apply	
<input type="checkbox"/> License revoked for driving under the influence	
<input type="checkbox"/> Vehicular accidents in past 2 years. If checked: <input type="checkbox"/> Injury accident? <input type="checkbox"/> Cited by law enforcement?	
Placed "out of service" by DMV or CHP in past 5 years for:	
<input type="checkbox"/> Excessive Hours <input type="checkbox"/> Logbook Violations <input type="checkbox"/> Equipment Violations	

SECTION 2: VEHICLE	
A. Tractor	
VIN	License Plate
Manufacturer	Year
Legal Owner	
<input type="checkbox"/> Driver OR <input type="checkbox"/> Other Owner (provide name & address):	
Exhaust Filter Installed? <input type="checkbox"/> Yes <input type="checkbox"/> No	CARB compliant? <input type="checkbox"/> Yes <input type="checkbox"/> No
B. Trailer	
Manufacturer	Year
Legal Owner	
<input type="checkbox"/> Driver OR <input type="checkbox"/> Other Owner (provide name & address):	
C. <input type="checkbox"/> Other Driver(s) (fill out below if checked)	
Name	Years Driving Experience
Driver's License No.	Endorsements
D. Policy or controls on speed limits or maximum hours of service? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, who administers such policy/controls? (provide name & relationship to you):	

SECTION 3: CHP BIT PROGRAM	
Terminal Address	
Terminal Owner: <input type="checkbox"/> Driver OR <input type="checkbox"/> Name of other owner:	No. of vehicles at this terminal
Prior terminal inspections performed through administrative review? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, provide name of designated terminal representative who requested administrative review and relationship to you:	

Port of Oakland MAPLA Driver Questionnaire
(for drivers claiming exemption from MAPLA)

Instructions: Please fill out all boxes (unless instructions state otherwise) and sign at the end. Attach CHP Motor Carrier Permit and contract with broker, if applicable. Answers to highlighted items will be kept confidential.

SECTION 4: FINANCING	
A. Tractor	B. Trailer
Financed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Financed? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, are you the loan holder? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, are you the loan holder? <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 5: <input type="checkbox"/> WORK THROUGH BROKER? (skip this section if not checked)	
Broker Name	Years/Months with Broker
<input type="checkbox"/> YES written contract with Broker (please attach) OR <input type="checkbox"/> NO written contract with Broker (fill out below)	
Referral Fee	<input type="checkbox"/> <4% <input type="checkbox"/> 5% - 9% <input type="checkbox"/> 10% - 14% <input type="checkbox"/> 15% - 19% <input type="checkbox"/> 20% or more
Paid by	<input type="checkbox"/> Hourly <input type="checkbox"/> Ton <input type="checkbox"/> Load <input type="checkbox"/> Other
Frequency	<input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Wait more than 30 days for payment
Check all that apply <input type="checkbox"/> Broker provides training <input type="checkbox"/> Broker maintains tractor and/or trailer	
Receive: <input type="checkbox"/> standby or waiting time pay <input type="checkbox"/> Health Insurance <input type="checkbox"/> Vacation <input type="checkbox"/> Pension	
<input type="checkbox"/> Receive reimbursements <input type="checkbox"/> Reimbursement via separate checks	

SECTION 6: JOB PERFORMANCE	
Receive directions about job performance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, provide name of person/entity giving directions:	
I receive direction regarding (check all that apply):	
<input type="checkbox"/> Specific time to arrive at job site <input type="checkbox"/> Specific time to deliver load by	
<input type="checkbox"/> Routes to take to/from job site <input type="checkbox"/> How to transport hazardous materials	
Any restrictions on when and how you can use your trailer? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Haul anything other than construction fill? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, list what else you haul:	

SECTION 7: INSURANCE & FORMS	
Insurance Name	
Worker's Comp Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	Business License <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the license number and issuing location:	
Attach CHP Motor Carrier Permit	

I certify under penalty of perjury that the information provided above is true and correct. I also agree and understand that if any of the information provided above changes while working on this project or on future projects, I must immediately submit the updated information to be able to work on such projects. If I fail to update this information and a discrepancy is found, I understand I will not be permitted to continue to work on the project.

Signature _____

Date: _____

See trucking excerpts from the MAPLA below.

MAPLA – Coverage & Duration

1

2.2 On-Site Construction Work. “On-Site Construction Work” consists of the work described below, which shall be covered by this Agreement:

[* * *]

2.2.4 Construction Trucking. The delivery of ready-mix, asphalt, aggregate, sand, or other fill material that are directly incorporated into the construction process of the Covered Project(s), as well as the off-hauling of debris, excess fill, material, mud, dirt, ground asphalt, or concrete rubble (“Construction Trucking Work”) to the fullest extent and only as provided by law and the prevailing wage determinations of the California Department of Industrial Relations. Contractor(s), including brokers, of persons providing Construction Trucking Work shall provide certified payroll records to the Port within ten (10) days of written request or as required by bid specifications, to the fullest extent required by law or consistent with Port practice and policy. Construction Trucking Work shall also be governed by the terms of **Appendix F** (Addendum and Memorandum of Agreement Regarding Construction Trucking Work).

[* * *]

20.1.1 The following Articles or Sections shall apply only to Construction Contracts awarded, and Tenant contracts for which the Port issued a building permit, on or after August 1, 2016: Section 2.2.4 (Construction Trucking); Sections 8.8 through 8.10 and Sections 8.12 through 8.15 (regarding new hire apprentices); and Article 9 (MAPLA Small Business Enterprise Program).

APPENDIX D

**Letter of Understanding Regarding Direct Owner-Operator and Owner-Operator
Hardship Exemptions**

February 1, 2016

Chris Lytle
Executive Director
Port of Oakland
530 Water Street
Oakland, CA 94607

Re: MAPLA Direct Owner-Operator and Owner-Operator Hardship Exemptions

Dear Mr. Lytle:

This letter clarifies the understanding of the Port of Oakland (“Port”) and the Building and Construction Trades Council of Alameda County (“Council”) regarding the circumstances in which an owner-operator directly contracting with the Port or with the Prime Contractor, or an owner-operator with a financial hardship, may be excluded from coverage by the Maritime and Aviation Project Labor Agreement (“MAPLA”) under the MAPLA Small Business Enterprise Program (“MSBE Program”). The undersigned agree to the following understandings.

1. **Definition of Owner-Operator.** “Owner-Operator” means an individual natural person who owns and is the only driver of the power unit of a heavy duty commercial truck with a Gross Motor Vehicle Weight Rating of at least 26,001 pounds. A power unit is “owned” by a person if it is titled and registered to, insured by, and has its California Motor Carrier Permit number issued to by that person. However, a person is still considered an owner even if the power unit is titled and registered to a financial institution temporarily while the person is leasing the power unit and paying that financial institution for the purpose of eventually owning the power unit.
2. **Direct Owner-Operator Exemption.**
 - a. A “Direct Owner-Operator” is defined as an Owner-Operator who directly bids with and is awarded work by the Prime Contractor or the Owner, and personally performs such work. A Direct Owner-Operator does not include a person working for or subcontracting with trucking brokers, or a person who employs, contracts, or subcontracts with any other person or entity to perform trucking work for the Port or Tenant.
 - b. Direct Owner-Operators are exempted from MAPLA coverage under the MSBE Program for their work directly bid with the Prime Contractor or the Owner unless they choose to opt in to MAPLA coverage. Direct Owner-Operators shall notify the Port in writing that they are Direct Owner-Operators who are indeed exempted. Exempt Direct Owner-Operators shall remain exempted for their work

directly bid with the Prime Contractor or the Owner until they reach the graduation limits of the MSBE Program or until they choose to opt-in to MAPLA coverage.

3. **Owner-Operator Hardship Exemption.** Owner-Operators, including those working through brokers, for whom coverage by the MAPLA will cause financial hardship may apply to the MAPLA Administrator for exemption before commencing work for a specific project. The MAPLA Administrator will then convene a meeting between one representative from the Port and one representative from the Council, which shall expeditiously decide (upon mutual agreement) if such Owner-Operators may be exempted under the MSBE Program because of the financial hardship for the specific project and/or future projects.
4. **MSBE Program Limits.** All dollar amounts of work performed by exempted Owner-Operators under this letter shall count toward the limits of the MSBE Program (such as the Program Cap, Trucking Trade Cap, and MSBE Graduation limits) as set forth in Article 9 of the MAPLA titled "MAPLA Small Business Enterprise Program."
5. **Enforcement.** Any violation or circumvention of the terms of this letter shall be considered a violation of MAPLA and shall be referred to resolution under the terms of Article 13 (Grievances).
6. **Notification.** Within fifteen (15) business days' request by the Union, the Port will provide information to the Union on all exempted work described in this letter and shall make available a copy of an Owner-Operator's bid for work that has been exempted from the MAPLA.

Sincerely,

Andreas Cluver, Secretary-Treasurer
Alameda County Building and Construction Trades Council

Acknowledged and agreed to
this ____ day of _____, 2016

J. Christopher Lytle, Executive Director
Port of Oakland

APPENDIX F

**Addendum and Memorandum of Agreement between
International Brotherhood of Teamsters Local 853
and
The Port of Oakland
Regarding Construction Trucking Work under the
Maritime and Aviation Project Labor Agreement (MAPLA)**

1. Preamble and Purpose

This Addendum is by and between the City of Oakland, a municipal corporation acting by and through its Board of Port Commissioners, and International Brotherhood of Teamsters Local 853, a labor organization (respectively, “Port” and “Teamsters”, together the “Parties”). This Addendum is in addition to the Maritime and Aviation Project Labor Agreement (“MAPLA”) negotiated between the Building and Construction Trades Council of Alameda County and the Port. Specifically, this Addendum is intended to ensure that work covered by MAPLA (“Covered Project(s)”) will be performed efficiently and without interruption. This Addendum is entered into by the Port for the proprietary purposes set forth in MAPLA. In addition, the Port has entered into this Addendum as a result of the particular concerns associated with the utilization of heavy trucking in a densely-populated urban environment, which requires particular attention to matters of safety, financial and environmental responsibility on the part of trucking contractors, adherence to prevailing wage, licensing and other laws that have been enacted for the protection of the public. Therefore, the Parties agree as follows.

2. Scope of Addendum

This Addendum shall govern the award of bids for, the contracting work for, and the performance of Construction Trucking Work (i.e., the delivery of ready-mix, asphalt, aggregate, sand, or other fill material that are directly incorporated into the construction process of the Covered Project(s), as well as the off-hauling of debris, excess fill, material, mud, dirt, ground asphalt, or concrete rubble). The MAPLA, and not this Addendum, shall apply to all other work covered by MAPLA within the Teamsters’ jurisdiction that is not Construction Trucking Work.

The MAPLA shall not apply to any Construction Trucking Work performed by drivers who are *bona fide* independent contractors, and any such excluded work shall not be subject to the limits of the MAPLA Small Business Enterprise Program set forth in Article 9 of the MAPLA. All drivers shall perform work as initially classified notwithstanding any pending disputes about the classification of such drivers, unless the Port determines that the drivers are improperly classified.

Trucking brokers (including drivers who are *bona fide* independent contractors that subcontract with or employ other drivers to perform work for Covered Project(s)) shall be

required to execute a Letter of Assent to the MAPLA prior to performing any work on Covered Project(s). The MAPLA Letter of Assent shall refer to and bind Contractors to the terms of this Addendum and attachments.

The Teamsters recognize and agree that the terms of Article 12 of the MAPLA (Work Stoppages and Lockouts) apply to this Addendum and that, among other things, the Teamsters may not engage in strikes, sympathy strikes, picketing, work stoppages, slowdowns, or other disruptive activity at the site(s) of the Covered Project(s) or because of a dispute concerning Covered Project(s).

3. Bidding of Work

The Port shall incorporate the material terms of the MAPLA Trucking Requirements, attached hereto as Exhibit A, into all future bidding documents for Covered Project(s) and shall include this Addendum with any bidding documents that involve or entail Construction Trucking Work.

4. Enforcement

The parties recognize that misclassification is a serious concern in the transportation industry. Misclassification and the failure to pay wages owed have the effect of undermining sources of public revenue, prevailing wage requirements, licensing and contracting laws, financial and environmental responsibility, and may contribute to the eruption of labor disputes and work stoppages. Accordingly, the provisions respecting enforcement of these requirements is intended to ensure the safety of the public and of drivers, accomplish the Port's environmental goals, and facilitate the timely and efficient completion of Covered Project(s).

In order to ensure the Parties and contractors are in compliance with MAPLA, state laws and regulations respecting government contracts, and this Addendum, the Port shall require all drivers engaged to perform work on Covered Project(s) to complete a questionnaire that incorporates the material terms of the MAPLA Driver Questionnaire, attached as Exhibit B, hereto. The purpose of the questionnaire is to ensure compliance with the Trucking Requirements and ensure that drivers are properly classified as independent contractors or employees. Responses to all questionnaires will be signed under penalty of perjury and will be public records, except for those portions marked confidential.

Disputes regarding whether a driver is a *bona fide* independent contractor and any related claim for nonpayment of wages and benefits because of misclassification shall be resolved through the MAPLA grievance procedure in Article 13, during which all applicable State law standards and burdens shall apply. Notwithstanding the provisions of Section 13.2, Step 4(b) of the MAPLA regarding equally sharing costs of arbitration, an arbitration award regarding claims about the misclassification of drivers and/or claims for nonpayment of wages and benefits because of misclassification, may include an award of reasonable attorneys' fees and costs (but

not penalties) to the prevailing party, subject to the discretion of the arbitrator and only to the extent authorized by State law. For all disputes under this Addendum other than misclassification – including, without limitation, disputes regarding nonpayment of wages for employee drivers – the MAPLA grievance procedure in Article 13 shall be the exclusive dispute resolution mechanism.

5. Savings and Supersession

The terms contained in this Addendum and its exhibits are valid and enforceable as if they were set forth directly in MAPLA, and shall supersede any inconsistent terms contained in MAPLA. In the event that any provisions set forth in this Addendum are found by a court of law to be void, all other provisions shall continue to remain in effect and the Parties shall meet and confer in good faith to address any such ruling.

The Parties agree that the timely, efficient, and economical completion of Covered Project(s) is of utmost importance. The Parties shall, in good faith, endeavor to resolve any operational issues that arise because of the implementation of this Addendum, the MAPLA Trucking Requirements, or the MAPLA Driver Questionnaire, and may make mutually agreed upon changes.

Accepted and Agreed to this _____ day of January, 2016

City of Oakland, a municipal corporation acting by and through its Board of Port Commissioners

By: _____
J. Christopher Lytle
Executive Director

International Brotherhood of Teamsters, Local 853

By: _____
Rome Aloise
Secretary-Treasurer

EXHIBIT A

MAPLA Material Haul Trucking Services Requirements

The material terms of the following requirements will be incorporated in bid specifications and/or the MAPLA Operating Procedures governing trucking services.

The following requirements apply to the delivery of ready-mix, asphalt, aggregate, sand, or other fill material that are directly incorporated into the construction process of the Covered Project(s), as well as the off-hauling of debris, excess fill, material, mud, dirt, ground asphalt, or concrete rubble (“Construction Trucking Work” or “Work”). The word “Equipment” refers to both the truck and trailer used for hauling. These requirements are intended to ensure the Work is performed in accordance with professional standards of workmanship, safety and the health of not only the drivers performing the Work, but also of those around them, including other workers and the public, while minimizing the environmental impact on the high-density urban environment in which the Work will be performed. These requirements impose standards and procedures with which the contractor and any subcontractors performing the Work must comply. The requirements contained herein may apply to the individuals performing the Work and/or Contractors awarded the Work, respectively referred to as “drivers” and “Contractors” herein. The term “driver” is used without regard to whether the individual performing the work has been classified as an employee or as an independent contractor. These requirements are in addition to those set forth under MAPLA. The term “Union” means the International Brotherhood of Teamsters, Local 853.

Equipment

1. The Contractor is responsible for ensuring that the equipment utilized in the performance of the Work complies with the requirements set forth herein. The Contractor is responsible for ensuring all subcontractors adhere to these requirements. All equipment shall be maintained in good working condition, as determined by standards set forth by the State of California Highway Patrol. At any time, the Trucking Coordinator (as described below) may require inspection or servicing of any equipment that does not comply with the requirements set forth herein. The Trucking Coordinator shall immediately notify the Contractor and any subcontractors in writing of any equipment requiring inspection or servicing. The Trucking Coordinator’s written notification shall identify: (i) the equipment requiring inspection or servicing; and (ii) the violation and/or deficiency. Failure to comply with the Trucking Coordinator’s demand shall be grounds for removal of the driver and/or equipment from the job, subject to the discretion of the General Contractor.

2. The Contractor will ensure that each driver, prior to commencing Work, shall submit a completed questionnaire attached as Exhibit B to the Addendum. The questionnaires shall be signed under penalty of perjury. The Trucking Coordinator and/or Port will provide questionnaires to all drivers, who must complete and return them directly to the Trucking Coordinator or Trucking Coordinator’s designee no later than five (5) business days after the driver first performs Work. Drivers who fail to return completed questionnaires within this five business day timeframe will not be permitted to perform Work unless they execute a Letter of Assent. Drivers who are so prohibited may be permitted to perform Work at the discretion of the

Trucking Coordinator only after completing the questionnaire or executing a Letter of Assent. The Contractor, its subcontractors, the Port, and/or Teamsters shall not attempt to influence the driver to answer the questionnaire in any manner.

3. Equipment utilized in the performance of the Work must meet the CARB regulations in effect for On-Road Heavy-Duty Diesel Vehicles (13 C.C.R. § 2025).
4. To the extent consistent with the Port of Oakland Standard Contract Provisions for Public Works Projects, as amended, all equipment used for performing the Work shall be road worthy and shall be fully insured with minimum Commercial Automobile Liability insurance limits of \$1,000,000 combined single limit, each accident for bodily injury and property damage, from a fully bonded or reinsured insurance company licensed to do business in California. An active policy or policies for such insurance shall be maintained throughout the performance of the Work.
5. All Equipment used to perform the Work shall comply with the California Highway Patrol's requirements regarding Biennial Inspection of Terminals ("BIT") inspections both prior to and during the Project. The Contractor and any subcontractor shall not be permitted to use any equipment at the Project that is not maintained in accordance with the BIT Inspection regulations. Proof of compliance shall be provided to the Trucking Coordinator and furnished upon request to the Union.
6. The Contractor, any subcontractor, or driver shall not tamper with emission control equipment or the engine calibration software controlling engine performance on any equipment.

Driver

7. All drivers of heavy duty commercial trucks with a Gross Motor Vehicle Weight Rating of 26,001 pounds or more performing Work will be subject to the MAPLA's Substance Abuse Testing Policy. All such drivers will comply with the Trucking Coordinator's oversight or monitoring of the Substance Abuse Testing Policy. Failure to comply with such substance abuse testing shall be grounds for immediate removal from the Project.
8. All drivers performing the Work shall be required to possess, maintain and have in their possession the proper operator's license and medical examiner's certificate at all times, and shall present such licenses and certificates to the Trucking Coordinator upon demand.
9. To the extent required by law, all drivers must be covered by a workers compensation insurance policy. To the extent the Contractor or any subcontractor is self-insured, it must demonstrate compliance with the California Labor Code, including a copy of a current certificate of consent to self-insure issued by the Director of the California Department of Industrial Relations under Labor Code Section 3700(b), to the extent this is consistent with the Port of Oakland Standard Contract Provisions for Public Works Projects, as amended. No driver may be permitted to perform Work unless proof of such a policy is provided.
10. All drivers performing Work must register with the Trucking Coordinator and provide proof of liability insurance and workers compensation coverage or exemption therefrom. The Trucking Coordinator shall ensure union security provisions are enforced and complied with to

the same extent and degree as elsewhere on the Project. Contractors shall not be required to contribute to the Union's Health & Welfare and Pension Trusts on behalf of drivers who are *bona fide* independent contractors. Independent Contractors may elect to participate in the Union's Health and Welfare or Pension Trusts at their own expense. Drivers who are *bona fide* independent contractors shall not be required to be referred through the Union's hiring hall. In soliciting independent contractor drivers, no Contractor or subcontractor shall discriminate against a driver based on his or her referral from the Union hiring hall or participation in benefit plans.

11. The Union shall have standing to initiate and prosecute grievances under MAPLA Article 13 (Grievances) and the Construction Trucking Addendum (attached as Appendix F to the MAPLA) for the purpose of challenging the employment classification of drivers and remedying the non-payment of wages under the MAPLA on behalf of drivers.

Prevailing Wage

12. All drivers performing Work shall be paid applicable California State prevailing wage rates and shall be compensated in accordance with California law.

13. All drivers performing Work shall be monitored on-site by an employee of the Contractor.

14. The Port shall monitor Prevailing Wage and MAPLA compliance on work performed on Covered Project(s) and shall inform the Union of any discovered violations.

Health, Safety and Financial Responsibility

15. All drivers performing Work shall participate in the Contractor's safety training program, which shall include: (i) driving safety; (ii) hazmat training; and (iii) jobsite awareness and reporting of safety issues and suspicious or threatening activities.

16. The Contractor shall indicate whether it is currently the debtor in a bankruptcy case and whether it has filed a bankruptcy petition in the last seven (7) years.

17. Upon request by the Union, the Trucking Coordinator shall collect from the principal(s) of the Contractor the names of all prior trucking companies, proprietorships, or other entities in which they have held an ownership interest in the past three years. As used in this section, "principal(s) of the Contractor" means any person or entity holding at least a 25% ownership interest in the Contractor.

18. The Contractor shall indicate whether it, in the last five (5) years, had any civil claim filed in court, arbitration, administrative agency or other dispute resolution proceeding alleging violations of The Federal Hours of Service Rules; California Labor Code; California Public Contract Code; or alleged violation of any other rule or regulation promulgated by the Federal Motor Carrier Safety Administration, including rules regarding the proper transportation of hazardous materials.

19. The Contractor shall be subject to retention of progress payments to ensure performance of the Work. This retention may also be used, solely or in combination with progress payments due to the Contractor, for the purpose of securing payment of prevailing wage to all drivers employed, engaged or contracted by the Contractor or any subcontractor to perform the Work.

20. The Contractor shall be subject to audits of its books and records, including payroll, by the Port, which includes the Trucking Coordinator, for the purpose of monitoring and enforcing financial responsibility provisions and payment of prevailing wage to all drivers engaged or employed by the Contractor performing the Work whether employed or subcontracted by the Contractor.

21. In accordance with the Public Contracts Law, the Contractor must designate all subcontractors it anticipates utilizing, which shall hold valid contractors licenses issued by the State of California, as applicable.

Trucking Coordinator

22. The Trucking Coordinator shall be provided by the Port. Subject to all rules governing Port employment (including, without limitation, the City of Oakland Charter, the City of Oakland Municipal Code, and the Port's Personnel Rules), the Port shall select the Trucking Coordinator following consideration of qualified applicants, including those referred by the Union, and following consultation with the Union regarding the minimum qualifications required of the Trucking Coordinator and the requirements of the position. The same Trucking Coordinator may oversee more than one project covered by MAPLA. Subject to all rules governing Port employment, the Trucking Coordinator shall prioritize fulfilling his/her duties required hereunder.

23. The Trucking Coordinator shall not have the power to hire or fire on behalf of the Contractor or any subcontractors, but may recommend removal of drivers from the job upon notice to the Contractor and documentation of noncompliance by such driver or subcontractor with respect to these specifications, MAPLA or State prevailing wage law.

24. Subject to the terms of these specifications, the Trucking Coordinator shall independently exercise his/her discretion. The Contractor shall not improperly influence or attempt to improperly influence the Trucking Contractor in any manner. The Trucking Coordinator's duties shall include ensuring that these specifications, MAPLA and State prevailing wage law are enforced. The Trucking Coordinator may interact directly with drivers to ensure compliance with the duties identified above, so long as the Trucking Coordinator's actions do not unduly disrupt the Work and comply with the Contractor's needs and practices. Upon findings of non-compliance with these specifications, the Trucking Coordinator shall inform the Contractor in order to allow the Contractor sufficient time to correct the noncompliance. If the Contractor is not able to resolve the noncompliance, the Trucking Coordinator or the Union may refer the issue to the Joint Administrative and Social Justice Trust Committee (as described in MAPLA Article 6) for resolution.

25. The Trucking Coordinator shall exercise his/her best efforts to maintain communication with the Union and to provide notice to the Union of any discovered non-compliance with these requirements.

ELECTRONIC CERTIFIED PAYROLL

Before starting work on-site, the general contractor shall register and setup list of subcontractors for the project in the Port's electronic web assessed monitoring system, Elation Systems. Below are instructions on how to register. Once work begins, on a weekly basis, all contractors performing work on-site shall submit certified payroll reports (CPR), including trucking firms into the Port's electronic web assessed monitoring system, including statements of non-performance. Once a contractor's work is complete, contractor will submit and denote 'final' CPR.



Elation Systems Registration Instruction

Please follow the steps described below to establish your free on-line account for the web based compliance reporting system provided by Elation Systems. For your online security, please use latest browsers such as Internet Explorer (IE) 11 or later, latest version of Chrome or Firefox.

1. The web address for registration is <https://www.elationsys.com/app/registration>

The special **promotional code** is: **PortOakland-2017**

NOTE: If your company already has an account with Elation Systems, no need to register again.

2. You will receive a confirmation email after completing registration form and the following is an example of the email. Please make sure to **click** on the link provided in the email to complete the registration process.

Please keep this e-mail for your record.

Elation Systems has received your registration. Please click the following link:
<https://www.elationsys.com/Registration/ConfirmRegistration.aspx?CN=CR-071204101225-5892> to complete your registration.
Registered For: ABC Construction, Inc.
Registration Number: CR-071204101225-5892 Registration Date: 8/12/2004 Registered By: John Dow
A subsequent account activation email will be sent once we confirmed your information.

Do not reply to this e-mail. This message was sent to you using an automated system. This e-mail alias is not monitored for replies. If you need help, please contact us through one of the methods described below.
If you have questions about your registration, contact Elation Systems through the Customer Assistance page at <http://www.elationsys.com/contactus.htm>, or call Elation Systems Customer Service, Monday through Friday between 8:00AM and 5:00PM PST at 1-925-924-0340, or email us at support@elationsystems.com.

3. Once above steps are completed, you will receive an account activation email and following is an example.

Please keep this e-mail for your record.

Elation Systems has reviewed your registration.
Registered For: ABC Construction, Inc.
Registration Number: CR-071204101225-5892 Registration Date: 8/12/2004 Registered By: John Dow
Your registration has completed and your account has been activated on 8/13/2004.

Do not reply to this e-mail. This message was sent to you using an automated system. This e-mail alias is not monitored for replies. If you need help, please contact us through one of the methods described below.
If you have questions about your registration, contact Elation Systems through the Customer Assistance page at <http://www.elationsys.com/contactus.htm>, or call Elation Systems Customer Service, Monday through Friday between 8:00AM and 5:30PM PST at 1-925-924-0340, or email us at support@elationsystems.com.

4. After receiving the activation email, you may start to use the on-line reporting services by using the "User Name" and "Password" you specified at time of your registration.

Thank you!

SUBSTANCE ABUSE TESTING

Before starting work on-site, all contractor's, at every tier, craft employees, including core employees, must be tested for controlled substances and pass before they start work at the job site. Testing is done through DISA, Inc. If your company does not already have an account with DISA, see attached registration forms. For additional information, contact Pamela Juan: cell: (713) 819-3939, office: (707) 750-5218 or pamela.juan@disa.com.



PORT OF OAKLAND MARITIME AND AVIATION PROJECT LABOR AGREEMENT (MAPLA)
SUBSTANCE ABUSE PREVENTION POLICY
DRUG TESTING

CONTRACTOR REGISTRATION PACKET

- Contractor Q&A's
- Program Management Pricing
- Enrollment Instructions
- Registration Form
- Who Should Your Communicator Be?
- Communicator Authorization and Setup Forms (2)
- DCC Service Agreement
- Drug & Alcohol Addendum

Revised 12_2019

Completed forms may be faxed to: 713-972-3449 or emailed to: newaccounts@disa.com

CONTRACTOR QUESTIONS

1. Q. What is the DCC (DISA Global Solutions, Inc. Contractors Consortium)?

A. The DCC is an association for participating contractor (subcontractor) companies and their employee members who agree to comply with the standardized contractor's consortium substance abuse policy to meet participating owner requirements. DCC is the data management company charged with providing the administration of the owner rules.

2. Q. What is the objective of the DCC?

A. The primary objective of the DCC is to assist the contractor members and owners in obtaining a drug free workplace by providing consistent, objective, fair, and manageable procedures for drug and alcohol testing which comply with applicable owner requirements.

3. Q. Who is a participating contractor?

A. A participating contractor is a contractor company who works on participating owner job sites and has contracted with DISA Global Solutions to comply with the owner's substance abuse policy requirements.

4. Q. Who can work on the participating owner job sites?

A. Only employees who can demonstrate an (eligible) status in the DCC database. The entire DCC system is based on reporting status only (eligible/in eligible) to participating owners.

5. Q. How do participating contractor employees get into the database?

A. Designated employee representatives can add employees into the database by accessing DISAWorks via www.disa.com.

6. Q. What about my Department of Transportation (DOT) people?

A. Your DOT people can be included under the same account number with a separate random pool to meet all DOT requirements.

7. Q. What about the drug policy I now have in place?

A. The DCC in no way limits your own company policy and procedures. DISA Global Solutions can also administer your company policy separate from the DCC and DOT programs.

8. Q. How will billing be handled?

A. One single bill from DISA Global Solutions covering drug and alcohol tests, MRO, administration, record storage, training etc. is sent to each participating contractor.

9. Q. How will the owners audit my drug testing program?

A. Owners can audit contractor programs through computer access to the DCC reporting system.

10. Q. Can our company link into DISA Global Solutions computer system?

A. Yes, with full internet access

11. Q. Why doesn't the DOT program satisfy the owner requirements?

A. The owners require more stringent testing provisions than the DOT.

12. Q. Who should be the contact person in our company responsible for receiving information from DISA Global Solutions?

A. The contact person (communicator) should be assigned to someone who has the authority to receive any and all confidential information. We recommend that a minimum of two persons be assigned as communicators.

13. Q. What are the communicator's responsibilities?

A. To verify the applicant, receive and disburse random selection list and communicate with the Medical Review Officer (MRO) and DISA Global Solutions.

14. Q. Who can get actual test results?

A. Only the communicator(s) at the company who paid for the test and the person who submitted the specimen.

15. Q. How will the contractors be trained to operate the program?

A. DISA Global Solutions' offers training for program communicators via webinars, automated step-by-step training tools such as WalkMe inside DISAWorks, video support, and one-on-one support as needed.

16. Q. How does the communicator handle a positive drug/alcohol test result on a DCC test?

A. They would handle it in accordance with the policy and procedure. The employee is given a letter explaining the policy rules for rehabilitation opportunities/procedures.

17. Q. Will this program keep me in compliance with all owner requirements?

A. This program is designed to meet all Port of Oakland requirements. Client compliance is dependent upon meeting responsibilities outlined within the program.

18. Q. Can my entire company operate within the DCC?

A. Yes, variations are available for multiple testing requirements (tests, random pools, etc.) in addition to full DCC compliance. DISA Global Solutions can also run your corporate and/or DOT program(s) separate from the DCC program.

DCC PROGRAM PRICING		OFFICE USE ONLY
		Rep Name:
SERVICE DESCRIPTION	FEE	
Annual DCC Member Enrollment Fee	\$300.00	
Record Set-up Fee (Per Person) – Applies to DCC Membership Only <i>Initial One-Time Employee Record Set-up and Maintenance Fee</i>	\$7.50	
Administrative Transaction Fee (Drug Testing) <u>Services Included</u> <i>Collection Site Selection & Administration</i> <i>Chain of Custody (COC) Processing</i> <i>Necessary Collection Supplies</i> <i>Specimen Transportation</i> <i>Specimen Analysis</i> <i>DHHS/CAP Dual Certified Laboratory GC/MS Confirmations</i> <i>Medical Review of Test Results (MRO)</i> <i>Storage & Documentation of Positive Specimens</i> <i>Automated Test Reporting "Negative/Reject" Reporting</i> <i>Random Pool Selection Management</i> <i>Annual Statistical Report</i> <i>Employee Status Verification (Active/Inactive)</i>	\$37.00	
Specimen Collection	Client Expense/ Pass Through	
Alcohol Program Management & Recordkeeping	\$5.00	
Breath Alcohol Collection	Client Expense/ Pass Through	
Per Drug Specimen Analyzed	\$64.50	
<i>Note: DISA collection costs are passed through without mark-up</i> <i>After-hours and post-accident testing are at client expense</i>		

ENROLLMENT INSTRUCTIONS

In order to enroll in DISA Global Solutions, please review the enclosed materials and **take the following actions**. (Enrollment materials must be submitted at least 7-10 days before initial testing request.)

1. Complete Required Forms

If you are registering for drug and alcohol program services, fill-out the following forms and return to DISA

- **DISA, Inc. Registration Form**
- **Communicator Form - Primary**
- **Communicator Form - Secondary**
- **Master Services Agreement**
- **Addendum A (2 pages)**
- **Addendum B**
- **Credit Card Authorization**

If you are registering for both drug and alcohol and background screening services, fill-out all forms above as well as **Addendum C** and **DISA Background Screening Registration Form**.

2. Email completed forms to newaccounts@disa.com

3. Annual Corporate Fee Payment must be included.

- Each additional policy is \$195.00
- Emergency setup add \$100.00

If you should have any questions regarding how to complete these forms, please contact:

Pamela Juan
713-819-3939
538 Stone Road,
Suite G
Benicia, CA 94510

or

Sales
281-673-2530
sales@disa.com

DISA, INC. REGISTRATION FORM

OFFICE USE ONLY

Rep Name:

All information must be completed and a check or purchase order received before account will be activated.

Client Name:		Phone:	Fax:
Physical Address:		Physical Suite:	
Phys City, State, Zip:		Mailing Address:	
Mailing Suite:		Mail City, State, Zip:	
Invoice to Attn:		Billing Address:	
Billing Suite:		City, State, Zip:	
Billing Phone:		Billing Fax:	
<input type="checkbox"/>	DISA, Inc. PLA/Port of Oakland	# Employees:	
Check all desired panels: <input type="checkbox"/> DISA, Inc. Port of Oakland PLA			Included
Medical Review Officer (MRO) Services: Review:		Review pre-employments? <input type="checkbox"/>	Included
Random Selection: <input type="checkbox"/>	Rate: <input type="checkbox"/>	Start Date: <input type="checkbox"/>	Frequency: <input type="checkbox"/>
DISA, Inc. Policy: Do you require a policy? <input type="checkbox"/>			Included
Per Drug Specimen Analyzed			64.50
DHHS Certified Laboratory GC/MS Confirmation (if needed)			37.00
<input type="checkbox"/>	DOT Program	School Bus? <input type="checkbox"/>	# Employees: <input type="checkbox"/>
Governing Agencies (check all that apply): <input type="checkbox"/> DOE <input type="checkbox"/> FAA <input type="checkbox"/> FMCSA <input type="checkbox"/> FRA <input type="checkbox"/> FTA <input type="checkbox"/> PHMSA <input type="checkbox"/> USCG		DISA, Inc. Card? <input type="checkbox"/>	Drug? <input type="checkbox"/>
Split Specimen Options: RSPA: <input type="checkbox"/>		USCG: <input type="checkbox"/>	All Others: split mandated
Medical Review Officer (MRO) Services:			Included
Random Selection: Rate: 50% or 25% as required by agency		Start Date: <input type="checkbox"/>	Frequency: <input type="checkbox"/>
DOT Policy: Do you require a policy? <input type="checkbox"/>		Policy should include: <input type="checkbox"/>	language <input type="checkbox"/>
Per Drug Specimen Analyzed			
Employee Record Setup Fee (Per employee, one-time fee)			
Collection Services			
Drug Collection			Client Expense
Breath Alcohol Screen, Confirm, and Record-Keeping a BTARS site			10.00
Alcohol Screen or Confirm at non-BTARS site			Client Expense
Alcohol Record-Keeping at non-BTARS site: <input type="checkbox"/>			
Biosite Triage Drug Screening Kits: <input type="checkbox"/>			
Saliva Swabs: <input type="checkbox"/>			
Blood Alcohol: <input type="checkbox"/>			
Training			
Communicator Training (required)			No Charge
Supervisor Training Information (required by DOT and DCC):			
Employee Education Information (required by DOT):			
Administrative			
Emergency Setup: <input type="checkbox"/>			
Annual Corporate Fee (per reporting location)			
Overnight Shipping & Handling Charges			Client Expense

Company Representative

Date

DISA Representative

Date



WHO SHOULD YOUR COMMUNICATOR BE?

The confidential link between DISA Global Solutions and your company:

- The only authorized person to receive confidential information
- Contact between your company and employees

Duties include:

- Enrolling employees into program
- Making sure employees test according to policy
- Ordering supplies
- Updating Operations Manual

Your company will designate:

- Primary Communicator
- Backup Communicator

DISA Communicator/DER Authorization

INSTRUCTIONS: A Communicator/DER is the employee (or employees) from your company responsible for the administration of your company's account with DISA. DISA requires at least one Primary Communicator (two is recommended) and one Backup Communicator. A Primary Communicator/DER Authorization Form must be completed for each Primary Communicator/DER. For multiple Primary Communicator/DER's, please make copies of this form.

Note: Both Primary and Backup Communicator/DER's can access your company's account with DISA through our online system, DISA-Works®. However, Primary Communicator/DER's receive automatic transmissions, whereas Backup Communicator/DER's do not. You may have more than one of each type of Communicator/DER.

PRIMARY COMMUNICATOR/DER INFORMATION

Company/Client Name:		Client ID (If applicable):
Communicator/DER Name (First, MI, Last):		
Phone:	Fax:	Email:
Physical Address:		
City:	State:	Zip:
Mailing Address (IF DIFFERENT FROM ABOVE):		
City:	State:	Zip:

PROGRAM COMMUNICATIONS - Please select the type(s) of program communications this Communicator/DER is to receive.

<input type="radio"/> Email Reports	<input type="radio"/> Online Reports Only	<input type="radio"/> Background Screens	<input type="radio"/> Test Results
<input type="radio"/> Training (Certificates & Enrollments)	<input type="radio"/> Invoices	<input type="radio"/> Statistical Reports	
<input type="radio"/> Occupational Health Results	<input type="radio"/> Random Lists		

INVOICES: Please select the preferred method for receiving invoices from the following options. For security purposes, email is strongly encouraged. **Note: If no receiving method is selected, invoices will be sent by email, depending on contact information provided above.** If you have specific instructions regarding access, list them in Notes/Special Instruction section below.

Email
 Fax

RECEIVING METHOD(S) - In the spaces below, select the receiving method or methods for all communications. Note: Primary Communicator/DER's automatically receive communications through our online system, DISAWorks.

Email
 Fax Immediate (secured fax)

DISAWORKS ACCESS: To access account through DISAWorks, Communicator/DER must answer the following security questions.

Questions	Answers
What are the last 4 digits of your Social Security Number?	
In what month were you born?	
On what numeric day of the month were you born?	

NOTES/SPECIAL INSTRUCTION

DISA Communicator/DER Authorization

INSTRUCTIONS: A Communicator/DER is the employee (or employees) from your company responsible for the administration of your company's account with DISA. DISA requires at least one Primary Communicator (two is recommended) and one Backup Communicator. A Primary Communicator/DER Authorization Form must be completed for each Primary Communicator/DER. For multiple Primary Communicator/DER's, please make copies of this form.

Note: Both Primary and Backup Communicator/DER's can access your company's account with DISA through our online system, DISA-Works®. However, Primary Communicator/DER's receive automatic transmissions, whereas Backup Communicator/DER's do not. You may have more than one of each type of Communicator/DER.

PRIMARY COMMUNICATOR/DER INFORMATION

Company/Client Name:		Client ID (If applicable):
Communicator/DER Name (First, MI, Last):		
Phone:	Fax:	Email:
Physical Address:		
City:	State:	Zip:
Mailing Address (IF DIFFERENT FROM ABOVE):		
City:	State:	Zip:

PROGRAM COMMUNICATIONS - Please select the type(s) of program communications this Communicator/DER is to receive.

<input type="radio"/> Email Reports	<input type="radio"/> Online Reports Only	<input type="radio"/> Background Screens	<input type="radio"/> Test Results
<input type="radio"/> Training (Certificates & Enrollments)	<input type="radio"/> Invoices	<input type="radio"/> Statistical Reports	
<input type="radio"/> Occupational Health Results	<input type="radio"/> Random Lists		

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Email
 Fax

RECEIVING METHOD(S) - In the spaces below, select the receiving method or methods for all communications. Note: Primary Communicator/DER's automatically receive communications through our online system, DISAWorks.

Email
 Fax Immediate (secured fax)

DISAWORKS ACCESS: To access account through DISAWorks, Communicator/DER must answer the following security questions.

Questions	Answers
What are the last 4 digits of your Social Security Number?	
In what month were you born?	
On what numeric day of the month were you born?	

NOTES/SPECIAL INSTRUCTION

DISA Credit Card Authorization

- If you would like to have the fees for initial account registration applied to a credit card, please provide your credit card information in the spaces below. This is a one-time charge.
- If you would like to establish a credit card account with DISA, please see form entitled "Credit Card Auto-Pay Setup Form." Otherwise, you will be billed bi-monthly to all account activity subsequent to initial account registration fees.

Note: This service is NOT applicable to Background Screening and Online Training Services.

CLIENT COMPANY INFORMATION

Company Name:		Client ID (If applicable):			
Phone:		Fax:			
Credit Card Type (Check One):	<input type="radio"/> OMC	<input type="radio"/> VISA	<input type="radio"/> AMEX	<input type="radio"/> Discover	
Credit Card No.					
Name on Card:			CVV# (Last 3 or 4 Digits on Back):		
Expiration Date:			Credit Card Billing Zip Code:		

PAYMENT FOR FOLLOWING SERVICE(S): Please select the service or services you wish to have charged to your credit card

<input type="radio"/> Annual Enrollment Fee - \$295 <input type="radio"/> Emergency Account Setup Fee - \$100.00		<input type="radio"/> Additional Policy(ies) - \$195 Each No. of Additional Policies _____
Total Payment: \$		

AUTHORIZATION: I hereby authorize DISA, Inc. to charge the amount indicated above to the above-referenced credit card.

Authorized Signature:	Title:
Printed Name:	Date:

DISA Credit Card Auto-Pay Setup

- If you would like to establish a credit card account with DISA, please provide your company's credit card information below. Otherwise, your company will be billed bi-monthly for all account activity subsequent to initial account registration fees.
- To cancel this agreement, please fax a letter on your company's letterhead to 713-972-3470 or email billing@disa.com. This letter must be signed by an authorized company representative.

Note: This service is NOT applicable to Background Screening and Online Training Services.

CLIENT COMPANY INFORMATION

Company Name:		Client ID (If applicable):	
Phone:		Fax:	
Credit Card Type (Check One):	<input type="radio"/> MC	<input type="radio"/> VISA	<input type="radio"/> AMEX <input type="radio"/> Discover
Credit Card No.			
Name on Card:		CVV# (Last 3 or 4 Digits on Back):	
Expiration Date:		Credit Card Billing Zip Code:	
<p>AUTHORIZATION: I, on behalf of the aforementioned company, hereby authorize DISA, Inc. to charge the above-referenced credit card for services performed by DISA, Inc. as they are invoiced. DISA, Inc. will provide me with copies of all invoices, as well as documentation that my credit card has been charged.</p>			
Authorized Signature:		Title:	
Printed Name:		Date:	

Master Services Agreement

This Master Services Agreement (including Addendum A – General Terms and Conditions and any other Addenda checked below, this “Agreement”) is entered into between **DISA GLOBAL SOLUTIONS, INC.** (“DISA”), a Delaware corporation, located at 10900 Corporate Centre Dr., Suite 250, Houston, Texas 77041, and

Company:	Tax ID#:	ISN ID#:
Located at:		
City:	State:	Zip:
Phone:	Fax:	
Contact:	Email:	

(hereafter known as “Company”).

DISA agrees to provide services to Company, under the general terms and conditions expressed in Addendum A, which is incorporated herein and made a part hereof. Company may select additional services by checking the box(es) below. DISA agrees to provide these additional services, pursuant to the terms and conditions of this Agreement. These services are expressly outlined on the attached addendum or addenda relating to such services. Any addendum checked below is incorporated into this Agreement as if written herein, and in the event of a conflict between the terms of Addendum A and any of the following addenda, the terms of Addendum A will control.

- Addendum B (Substance Abuse Program Management Services)**
- Addendum C (Background Screening Services)**
- Addendum D (Occupational Health and Wellness Screening Services)**
- Addendum E (Driver Qualification File Management Services)**

AGREED:

Company Name:
Signed By:
Printed Name:
Title:
Date:

Address for Notice:

AGREED:

DISA Global Solutions, Inc.
Signed By:
Printed Name:
Title:
Date:

Address for Notice:

ADDENDUM A
TO MASTER SERVICES AGREEMENT:
GENERAL TERMS AND CONDITIONS

1. **Program Term** – The term of the Agreement shall be for a period of twelve (12) months commencing on the date the Agreement has been signed by Company and by DISA. The Agreement will automatically renew after its initial term for additional one-year terms, unless either party terminates the Agreement as set forth in Section 6. Termination of the Agreement will result in the automatic and contemporaneous termination of all Addenda then in effect.
2. **Program Services** - DISA agrees to provide to Company the services specified in the Registration Form attached hereto in accordance with these general terms and conditions, and the terms of the attached addendum or addenda relating to the specific services requested by Company (“Services”). In the event of a conflict between the terms of any Addenda (other than Addendum A) and the terms of the Agreement or Addendum A, the terms of the Agreement or Addendum A, as applicable, shall govern.
3. **Coordination of Activities** – DISA will coordinate Services through individuals designated by Company as the “Communicator”, “Backup Communicator” or Designated Employer Representative (“DER”). Company shall notify DISA in writing of any subsequent designations, or changes to the designations, for Communicator, Backup Communicator, or DER within five (5) days of such change.
4. **INDEMNIFICATION** – DISA IS AN INDEPENDENT CONTRACTOR HIRED BY COMPANY SOLELY TO PROVIDE THE SERVICES, WHICH MAY INCLUDE ADMINISTRATION OF COMPANY’S SUBSTANCE ABUSE PREVENTION PROGRAM AND/OR BACKGROUND CHECKS AND/OR DRIVER QUALIFICATION FILES AS REQUESTED BY COMPANY. COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND DISA, ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS, AND EMPLOYEES (“DISA INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL SUITS, PROCEEDINGS, CLAIMS, LIABILITIES, LOSSES, ACTIONS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) OF ANY KIND OR NATURE, WHETHER BROUGHT A THRD PARTY OR OTHERWISE (EACH A “CLAIM” AND COLLECTIVELY, THE “CLAIMS”) (a) TO THE EXTENT THEY ARISE OUT OF COMPANY’S NEGLIGENCE OR WILLFUL MISCONDUCT, (b) ARISING OUT OF COMPANY’S BREACH OF ANY TERM OF THE AGREEMENT OR OF APPLICABLE LAW, (c) ARISING FROM ANY AGREEMENTS OR ALLEGED AGREEMENTS MADE OR ENTERED INTO BY COMPANY WITH A THIRD PARTY REGARDING THE CONTRACTING OF THE COMPANY’S EMPLOYEES TO THIRD PARTIES; OR (d) TO THE FULLEST EXTENT THAT COMPANY MAY LEGALLY DO SO, ARISING OUT OF DISA’S PROVISION OF THE SERVICES OR INFORMATION PROVIDED BY DISA TO COMPANY IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, PROVIDED HOWEVER, THAT WITH RESPECT TO (d), COMPANY DOES NOT AGREE TO INDEMNIFY, DEFEND OR HOLD DISA HARMLESS FROM AND AGAINST ANY CLAIM TO THE EXTENT ARISING FROM THE SOLE NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF DISA OR FROM DISA’S BREACH OF ANY TERM OF THE AGREEMENT.

EXCEPT FOR ANY CLAIMS BROUGHT BY COMPANY’S EMPLOYEE(S), CONTRACTOR(S), OR AGENT(S) AGAINST COMPANY OR COMPANY’S CLIENT(S), PRINCIPAL(S), CONTRACTOR(S), OR CONTRACTEE(S), AND EXCEPT FOR CLAIMS FOR WHICH COMPANY OWES INDEMNITY TO DISA AS SET FORTH IN THE PREVIOUS PARAGRAPH, DISA AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY, ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS AND EMPLOYEES (“COMPANY INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS TO THE EXTENT THEY ARISE OUT OF DISA’S NEGLIGENCE OR WILLFUL MISCONDUCT, OR DISA’S BREACH OF ANY TERM OF THE AGREEMENT.

NEITHER PARTY WILL SEEK DEFENSE OR INDEMNIFICATION AGAINST THE OTHER PARTY FOR CLAIMS BROUGHT BY COMPANY’S EMPLOYEES, CONTRACTORS, OR AGENTS WHOSE CLAIMS ARISE DIRECTLY OR INDIRECTLY FROM THE SERVICES DISA AGREES TO PROVIDE TO COMPANY UNDER THE AGREEMENT OR ANY AMENDMENTS OR ADDENDUMS TO THE AGREEMENT.

THE PARTY TO WHICH INDEMNIFICATION IS OWED HEREUNDER SHALL USE REASONABLE EFFORTS TO MITIGATE ANY POTENTIAL DAMAGES OR OTHER ADVERSE CONSEQUENCES ARISING FROM OR RELATING TO THE CLAIM OR CLAIMS FOR WHICH INDEMNIFICATION IS MADE OR SOUGHT.

THE PARTY SEEKING INDEMNIFICATION HEREUNDER (THE "INDEMNIFIED PARTY"), WILL GIVE PROMPT WRITTEN NOTICE TO THE OTHER PARTY (THE "INDEMNIFYING PARTY") OF A CLAIM THAT IS SUBJECT TO SUCH INDEMNIFICATION. IN ADDITION, THE INDEMNIFIED PARTY WILL ALLOW THE INDEMNIFYING PARTY TO DIRECT THE DEFENSE AND SETTLEMENT OF ANY SUCH CLAIM, WITH COUNSEL OF THE INDEMNIFYING PARTY'S CHOOSING SUBJECT TO THE INDEMNIFIED PARTY'S REASONABLE APPROVAL, SO LONG AS SUCH DEFENSE IS PURSUED DILIGENTLY, AND WILL PROVIDE THE INDEMNIFYING PARTY, AT THE INDEMNIFYING PARTY'S EXPENSE, WITH INFORMATION AND ASSISTANCE THAT IS REASONABLY NECESSARY FOR THE DEFENSE AND SETTLEMENT OF THE CLAIM; PROVIDED, HOWEVER, THAT THE INDEMNIFYING PARTY SHALL NOT ADMIT FAULT IN ANY SETTLEMENT OR SETTLE ANY CLAIM OTHER THAN FOR MONEY WITHOUT THE INDEMNIFIED PARTY'S PRIOR WRITTEN CONSENT. THE INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO EMPLOY SEPARATE COUNSEL AND TO PARTICIPATE IN (BUT NOT CONTROL) ANY SUCH ACTION.

5. **Pricing & Payment Schedule** - All fees due and payable under the Agreement in connection with Services provided by DISA to Company shall be paid to DISA by Company as billed and within thirty (30) days of receipt by Company of an invoice from DISA. If no comment or inquiry relating to an invoice is received by DISA within thirty (30) days of the billing date, Company shall be deemed to have received the invoice and accepted it as correct in all respects. DISA reserves the right to adjust pricing for Services after providing at least thirty (30) days written notice of price adjustment. With respect to any payments for Services by credit card, the parties agree that, to the fullest extent allowed by applicable law, DISA may impose a surcharge or convenience fee in the amount of up to 5% to such payments.
6. **Termination of Agreement** - The Agreement (including all applicable Addenda) or any Addendum hereto may be terminated by either party at any time, without penalty, with at least thirty (30) days prior written notice to the other party of such termination. In event of any such termination, Company agrees that it will pay DISA for all Services that have been provided to Company prior to the effective date of termination.
7. **Intellectual Property** - The Parties acknowledge that trademarks, trade names, service marks, copyrights, programs, software (including but not limited to source code and scripts), techniques, enhancements, documentation, business models, pictures, audio, multi-media materials, manuals, ideas or formulas provided or utilized by DISA, or developed by DISA, or its providers ("Intellectual Property Rights") shall remain the sole and exclusive property of DISA or its providers. Nothing in the Agreement grants to Company the right to use or display the Intellectual Property Rights without DISA's prior written consent to each such instance. This provision will survive the termination or expiration of the Agreement for a period of eighteen (18) months.
8. **Limitation of Liability** - EXCEPT WITH RESPECT TO DAMAGES ARISING FROM A BREACH OF THE PROVISIONS OF SECTION 7 OR SECTION 9 OF THIS ADDENDUM, OR A BREACH OF ANY PROVISION IN ANY OTHER ADDENDA REQUIRING A PARTY TO MAINTAIN CERTAIN INFORMATION AS CONFIDENTIAL OR RESTRICTING ITS USE OF SUCH INFORMATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM A CLAIM OR CLAIMS OR OTHERWISE, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.
9. **Confidentiality** - Neither party shall reveal, publish or otherwise disclose any Confidential Information of the other party to any third party without the prior written consent of the other party, nor use such Confidential Information for any purpose other than in furtherance of its lawful obligations under the Agreement and any applicable addenda. "Confidential Information" means any and all proprietary or secret data; sales or pricing information relating to the other party, its operations, employees, products or services; and, all information relating to any employee, prospective employee, applicant, customer, potential customer, agent, and/or independent sales outlet. The parties agree that the foregoing restrictions shall be effective during the term of the Agreement and for a period of five (5) years after its termination or expiration. Notwithstanding anything to the contrary herein, in no event shall DISA be required to destroy, erase or return any consumer reports or applicant data related thereto in its files, all of which DISA shall maintain as a consumer reporting agency in accordance with all applicable federal, state, and local laws.
10. **Miscellaneous** -
 - a. The Agreement and all disputes arising hereunder will be interpreted under and governed by the laws of the State of Texas, excluding its conflicts of laws provisions except where preempted by federal law. In the event of a dispute arising hereunder or in connection with the Services or the Agreement, the parties agree that, except for suits solely seeking equitable relief, they will not bring suit with respect to such

- dispute in any court other than the county, state and/or federal courts located in Harris County, Texas, and the parties agree that venue in such courts is convenient and proper.
- b. Each party agrees to comply with all applicable state and local laws, and agrees to use reasonable efforts to inform the other party of any state or local laws that could affect that party's performance under the Agreement.
 - c. DISA shall not be liable to Company for failure or delay in performance that results from, or is due to, directly or indirectly, and in whole or part, any cause or circumstances beyond the reasonable control of DISA.
 - d. The Agreement, including, without limitation, the indemnification provisions, shall inure to and bind the permitted successors and assigns of the parties. Neither Company nor DISA shall assign or transfer the Agreement without the prior written approval of either party.
 - e. Nothing herein shall be construed as limiting DISA's rights to subcontract or outsource Services.
 - f. In the event any portion of the Agreement shall be determined to be invalid or unenforceable, that portion will be null and void, and the remainder of the Agreement will continue to be valid and enforceable to the extent permitted by applicable law. No term or provision shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.
 - g. The Agreement (including all applicable Addenda) constitutes the entire agreement between the parties relating to the provision of Services by DISA and any other matters described herein and it supersedes all other agreements and representations, oral or written, express or implied, regarding the Services and such matters. No modification or amendment of the Agreement shall be enforceable, unless in writing and executed by the parties.
 - h. Notwithstanding any other provisions in the Agreement, the obligations, rights and remedies for all indemnity, limitation of liability, and confidentiality obligations set forth in the Agreement (including applicable Addenda) shall survive the termination or expiration of the Agreement.
 - i. The Agreement has been freely and fairly negotiated among the parties. If an ambiguity or question of intent or interpretation arises, the Agreement will be construed as if drafted jointly by both parties, and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of the Agreement.
 - j. The parties understand that the Agreement is for the sole benefit of DISA and Company, and no third-party shall be deemed a "third-party beneficiary" of the Agreement.
 - k. All notices required to be sent to a party hereto in writing shall be deemed to have been delivered (i) on the date of hand delivery if given by hand delivery to an officer of the party, (ii) on the date of delivery or attempted delivery as set forth on the return receipt, if sent to that party at its address set forth in the signature block to the Agreement by certified mail (postage paid, return receipt requested), or (iii) on the date of delivery or attempted delivery as set forth on the return receipt, if sent to that party at its address set forth in the signature block to the Agreement by recognized courier or delivery service. Each party may change its address for notice by written notice to the other party given in accordance with this provision.
 - l. Capitalized terms used in this Addendum will have the meanings set forth herein, or if not defined herein, in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum A to be effective as of the date set forth below.

Company Name:
Signed By:
Printed Name:
Title:
Date:

DISA Global Solutions, Inc.
Signed By:
Printed Name:
Title:
Date:

ADDENDUM B
TO MASTER SERVICES AGREEMENT:
SUBSTANCE ABUSE PROGRAM MANAGEMENT SERVICES

DISA is an independent contractor that, pursuant to this Addendum B, will administer Company's drug and alcohol screening programs ("Screening"). Screening will be administered for Company in accordance with the following:

1. DISA will perform Screening for Company in compliance with applicable federal and/or state law and, to the extent possible under applicable law, in compliance with Company's drug and alcohol screening program requirements.
2. DISA can arrange for the following employee drug and/or alcohol testing: Pre-employment; Reasonable Suspicion; Random; Post-Accident; Return to Duty; Follow up; Owner Mandated.
3. Company will be responsible for providing any and all information that DISA determines necessary to perform Screening, including but not limited to a complete list of Company locations and whether Company is subject to federal testing laws. Company will be solely responsible for the accuracy and completeness of the information provided to DISA.
4. Company agrees to abide by all applicable federal, state and local laws and regulations, including but not limited to, confidentiality and reporting requirements.
5. Company agrees to make all determinations as to whether subject individuals should be tested on a "for reasonable cause" or "post-accident" basis, and Company shall indemnify and defend DISA and its employees and agents against any and all claims, proceedings, or damages arising out of such determination.
6. DISA will provide Company with a list of approved specimen collection centers for collection of biological specimens. DISA will advise Company of any changes to the list of approved collection centers within forty-eight (48) hours.
7. DISA will utilize laboratories certified by the Department of Health and Human Services ("DHHS") for the testing of biological specimens when required by Mandated Federal Testing Programs. Testing not mandated by federal regulations will be performed by laboratories certified by DHHS and/or the College of American Pathologists or that operate pursuant to generally accepted technologies for substance abuse screening.
8. All drug test results will be reviewed by an authorized Medical Review Officer (MRO), contracted or employed by DISA. DISA will report all MRO verified drug tests as the intermediary in accordance with applicable state and federal law.
9. DISA will maintain Company and Employee drug and/or alcohol records as required by state and federal law.
10. DISA will maintain information regarding the status of Screening in DISA's online system and will make such information available to Company in accordance with all applicable laws and regulations. Except where prohibited by law, DISA may refuse to make available information relating to Screening until such time as DISA has received payment in full for any outstanding obligations by Company.
11. If this Agreement is terminated for any reason, Company assumes full responsibility for administration of its corporate and/or federally mandated drug and alcohol testing programs, including but not limited to: (i) reporting, (ii) records maintenance; and (iii) ensuring confidentiality and security of any confidential information. DISA will provide Company with any information necessary for this transfer of responsibility. Except where prohibited by law, DISA may refuse to transfer information relating to Screening, until such time as DISA has received payment in full for any outstanding obligations by Company.
12. Company shall use any information derived from the Screening ("Information") in accordance with applicable law and for the sole purpose of evaluating a current or prospective employee's ("Employee") employment, promotion, reassignment or retention.
13. DISA warrants that it will perform the services described in this Addendum in a good and workmanlike manner, in accordance with applicable industry standards. In the event of a breach of the foregoing warranty, DISA shall, as its sole obligation and Company's sole remedy therefor, promptly re-perform such defective Services at its sole cost. EXCEPT AS SET FORTH IN THIS SECTION 13, DISA MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE SERVICES; AND DISA EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.
14. This Addendum and any amendment hereto shall be deemed to incorporate, and be subject to, all of the terms and conditions of the Master Services Agreement executed by the parties and Addendum A thereto. Capitalized terms used in this Addendum will have the meanings set forth herein, or if not defined herein, in the Master Services Agreement or in Addendum A attached thereto.
15. The pricing for the Services described in this Addendum are set forth in the attached DISA Registration Form.

IN WITNESS WHEREOF, the parties have executed this Addendum B to be effective as of the date set forth below.

Company Name:
Signed By:
Printed Name:
Title:
Date:

DISA Global Solutions, Inc.
Signed By:
Printed Name:
Title:
Date:

ADDENDUM C
TO MASTER SERVICES AGREEMENT:
BACKGROUND SCREENING SERVICES

DISA is an independent contractor that, pursuant to this Addendum C, will provide background checks or other such services pertaining to applicants for employment and/or employees for Company. Such Services will be administered for Company in accordance with the following:

1. Company is responsible for providing any and all information that DISA determines necessary to perform background screening services (including, but not limited to, consent and disclosures required by law), and Company is solely responsible for the accuracy and completeness of the information provided by Company to DISA.
2. Company certifies that all of its orders for background checks or other such services pertaining to applicants for employment and/or employees shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes only: (a) pursuant to Section 604(a)(3)(B), for employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission; and/or (b) pursuant to Section 604(a)(2), as instructed by the consumer in writing. Company will certify the specific permissible purpose at the time of each order.
3. A. Company certifies to DISA that the information products it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. Company accepts full responsibility for complying with all such laws and for using the information products it receives from DISA in a legally acceptable fashion. To that end, Company agrees to comply with and provide all statutorily required notices in the Fair Credit Reporting Act and other state laws when using information products. Company further accepts full responsibility for any and all consequences of use and/or dissemination of those products. Company further agrees that each consumer report will only be used for the permissible purpose stated when ordered.

B. Company agrees to maintain reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. Company agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. The parties acknowledge they must work together to protect the privacy of consumers. Company understands and agrees that DISA will shut off access to any accounts that are not used within a certain time frame. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, Company agrees to the following:

(i) Company will implement reasonable procedures to protect its account number and password so that only key personnel employed by Company know this sensitive information, which procedures will include not posting such information anywhere in its facilities. Company agrees to request an account password change immediately if a person who knows the password leaves the Company or no longer needs to have access due to a change in duties, and to shut off any access to anyone who is no longer in a position requiring access;

(b) Company agrees that system access software, whether developed by the Company or purchased from a third party vendor, will have Company's account number and password "hidden" or embedded and be known only by supervisory personnel. Company will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, Company will change its password immediately;

(c) Company agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of DISA;

(d) Company will restrict the ability to obtain consumer information to a few key personnel;

(e) Company agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them;

(f) Company agrees it will turn off and lock all devices or systems used to obtain consumer information;

(g) Company will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them;

(h) Company agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction; and

(i) Company agrees to notify its employees that Company can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.

C. As a condition of entering into this Addendum, Company certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws. In addition, Company agrees to abide by all Ban the Box laws and certifies that it will not order a background check until after conditional offer of employment has been provided to the applicant. Company acknowledges that it must provide information requested under, and sign, Exhibit A to this Addendum before DISA can provide credit history information to Company. Once signed, Exhibit A shall be deemed to be incorporated into and part of this Addendum.

D. Company acknowledges and understands that DISA complies with all FCRA and state and local laws that restrict the reportability of certain types of adverse information about a consumer. To ensure compliance with such laws, Company acknowledges and agrees that when including any information about a consumer in a consumer report, DISA follows the most restrictive reporting restrictions based on the consumer's residence address. DISA does not use salary information in applying these reporting restrictions.

E. Company hereby acknowledges that it will receive a copy the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C) in the Welcome Packet.

F. If the background screening services involve running a report on a person that lives or works in California, Company hereby certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if the Company is located in the State of California, and/or the Company's request for and/or use of background information pertains to a California resident or worker, Company will do the following:

(i) Request and use such information solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12;

(ii) When, at any time, such information is sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, prior to requesting a consumer report, Company certifies it has provided a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that investigative information may be obtained; (2) the permissible purpose of the investigative information; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; and (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22;

(iii) When, at any time, such information is sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request investigative information if the applicable consumer has authorized in writing the procurement of investigative information;

(iv) Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any investigative information that is prepared;

(v) If the consumer wishes to receive a copy of the investigative information, the Company shall send (or contract with another entity to send) a copy of the investigative information to the consumer within three business days of the date that the investigative information is provided to Company. The copy of the investigative information shall contain the name, address, and telephone number of the person at Company who issued the report and how to contact him/her;

(vi) Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in

whole or in part upon information contained in the investigative information, informing the consumer in writing of Company's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA; and

(vii) Comply with all other requirements under applicable California law, including, but, not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any investigative information, including, but not limited to, the ICRA and CCRAA.

4. Client Certification

Prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting *solely of the disclosure*, has been made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment/site access purposes. Such disclosure satisfies all requirements identified in the FCRA, as well as any applicable state or local laws and the consumer has authorized, in writing, the obtaining of the report by Company. Company understands that DISA will not initiate a report for employment purposes in the absence of a written authorization. Company agrees that each time it orders a "consumer report" and/or "investigative consumer report", it is reaffirming the above certification.

Prior to taking adverse action based in whole or in part on the background information provided by DISA, Company will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, Company will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Sections 604 and 615 of the Fair Credit Reporting Act.

Before taking adverse action based on a criminal record, the EEOC Criminal History Guidance recommends that Company perform an individualized assessment and/or take into account other considerations. To obtain a copy of the EEOC Criminal History Guidance, please go to the following website: http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm.

5. Investigative Consumer Reports

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Company will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) DISA's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or other time if required by law.

6. International Criminal Record Searches

Company understands and agrees that international background screening services will be conducted by DISA through a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, DISA does not ensure nor guarantee of the accuracy of the information reported. COMPANY THEREFORE AGREES TO HOLD DISA AND ITS AFFILIATED COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS HARMLESS FROM AND AGAINST, AND TO RELEASE THEM FROM ANY LIABILITY WHATSOEVER IN CONNECTION WITH ERRONEOUS OR INCOMPLETE INFORMATION RECEIVED AND/OR INCLUDED IN AN INTERNATIONAL BACKGROUND SCREENING REPORT.

7. National/Multi-State Database Searches

DISA recommends that Company screen its applicants or employees at the county court-house or online system, federal, and multi-state/nationwide database levels. Company understands and agrees that if it chooses not to conduct searches at these levels, DISA will not be responsible for not reporting any records that existed in databases that are excluded. Company further understands and agrees that the multi-state/nationwide database report will only be offered in conjunction with a county-level verification of any records found and that Company will be solely responsible for any additional costs associated with such verification.

8. Additional Requirements for Motor Vehicle Records (MVRs) and Driving Records

Company hereby certifies that Motor Vehicle Records and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 *et seq.*) and any applicable state laws. Company further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to

obtain "driving records," evidence of which shall be transmitted to DISA in the form of the consumer's signed release authorization form. Company also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. Company shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

9. Warrants

In the course of completing background checks, DISA may uncover active arrest warrants which are outstanding against the subject. In these cases, DISA may be contacted by a law enforcement agency with respect to the subject. Company understands and agrees that in such event, DISA will furnish to law enforcement any information contained within the subject's file that such agency requests. In addition, DISA may request that Company release to DISA, and Company hereby agrees to release to DISA promptly following such request, any and all information Company may have regarding the subject.

10. General

Company agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information provided by DISA pursuant to this Addendum, except as required by law. If Company is permitted to request consumer reports for employment purposes via DISA's website, then, in addition to all other obligations, Company agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use Company's Internet access to obtain reports for improper, illegal or unauthorized purposes. Company agrees to obtain the consumer's electronic consent to receive any legal or other notices electronically. Company agrees to allow DISA to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by DISA may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies. This Addendum and any amendment hereto shall be deemed to incorporate, and be subject to, all of the terms and conditions of the Master Services Agreement executed by the parties and Addendum A thereto. Capitalized terms used in this Addendum will have the meanings set forth herein, or if not defined herein, in the Master Services Agreement or in Addendum A attached thereto.

11. Warranty

COMPANY UNDERSTANDS AND AGREES THAT ANY INFORMATION OBTAINED BY DISA UNDER THIS ADDENDUM FROM VARIOUS THIRD PARTY SOURCES IS PROVIDED TO DISA "AS IS", WITH NO WARRANTY WHATSOEVER, AND THEREFORE ANY INFORMATION PROVIDED TO COMPANY BY DISA AS PART OF THE SERVICES UNDER THIS ADDENDUM IS PROVIDED TO COMPANY "AS IS", WITH NO WARRANTY WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE PREVIOUS SENTENCE, DISA MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION, SERVICES AND/OR CONSUMER REPORTS PROVIDED BY DISA PURSUANT TO THIS ADDENDUM, THAT THE SAME WILL MEET COMPANY'S NEEDS, OR WILL BE PROVIDED ON AN UNINTERRUPTED BASIS; AND DISA EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

DISA does not guarantee Company's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which Company may rely in connection with its furnishing of reports. Company understands that any forms, documents, information, conversations or communication with DISA's representatives regarding searches, verifications or other services offered by DISA are not to be considered a legal counsel or opinion regarding such use. Company agrees that (1) it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all applicable laws and regulations including any candidate entry systems utilized by Company; and (2) the provision of such disclosure and authorization forms, all notices, pre-adverse or adverse action letters and the contents thereof is the sole responsibility of Company and not DISA. Company agrees that its use of any candidate entry system is a certification that has legally reviewed the content and use of the forms therein when placing an order.

12. The pricing for background checks and other Services provided under this Addendum is set forth in the attached DISA Registration Form.

IN WITNESS WHEREOF, the parties have executed this Addendum C to be effective as of the date set forth below.

Company Name:
Signed By:
Printed Name:
Title:
Date:

DISA Global Solutions, Inc.
Signed By:
Printed Name:
Title:
Date:

**EXHIBIT A to ADDENDUM C - BACKGROUND SCREENING SERVICES
to Master Services Agreement**

Documents Required Before Requesting Credit Report Information

Before Company will be allowed to request credit report information, DISA requires that Company provide one (1) of the following (if Company is not publicly traded):

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification;
3. Documented corporation verification with state or federal government;
4. Copy of Articles of Incorporation with proof of filing;
5. State and/or federal tax records originating from the state or federal government;
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit originations.

If Company is a publicly traded company, the following items are acceptable methods for verifying that the Company is a bona fide entity:

1. Documentation of ticker symbol information from trading website;
2. Certified copy of audited annual or quarterly statements submitted to the SEC.

Company agrees to provide the foregoing documents and understands that the credit bureaus require specific written approval from DISA before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an Company or decision maker.

Company represents that, if it orders credit reports, Company will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by Company, substantially varies from the address the credit bureau has on file for that consumer.

IN WITNESS WHEREOF, Company has executed this Exhibit A to Addendum C to be effective as of the date set forth below.

Company Name:
Signed By:
Printed Name:
Title:
Date:

DISA Online Training Registration

OFFICE USE ONLY: Rep Name: _____

CLIENT COMPANY INFORMATION

Company Name:		Client ID:	
Phone:	Fax:		
Physical Address:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
Billing Address:	City:	State:	Zip:

COURSES & PRICING: For a full list of online safety courses and pricing, please request a course catalog from sales@disa.com. This catalog is available online, as well as in hardcopy and electronic versions.

EXISTING ACCOUNT COMMUNICATORS: If your company has an existing account with DISA and is adding training to your account services, please complete this section (if needed). NOTE: Only authorized Communicator/DERs are authorized to enroll employees and receive certificates for online training.

- In the spaces provided below, list all existing Communicators/DERs who will require access to your online training program information
- To add a new Communicator/DER, email us at clientupdates@disa.com or call 281-673-2400, Option 1.

1.	3.
2.	4.

NOTES/SPECIAL INSTRUCTION

Authorized Signature:	Title:
Printed Name:	Date:

