

EMPLOYER DRUG SCREENING

Terms & Conditions

By utilizing the services of DNA Services UNLIMITED (DNASU) each employer, and their affiliates, officers, agents, employees, contractors, assignees and successors hereby agree to the following:

1. Employer agrees to pay in full for all tests that are conducted by DNASU for the purposes of a drug test. The employer agrees to make payment as each test is performed or set up a monthly auto generated payment plan.
2. Employer understands and agrees that the services provided by DNASU are offered for pre-employment screening services, pursuant to a written consent by the applicant. If the testing is used for any other employment related purposes, employer agrees and understands that employer should consult with an attorney or other appropriate professional to determine whether its use of the drug test is proper and legal under the circumstances.
3. Employer indemnifies and holds harmless DNASU and its affiliates, officers, agents, directors or employees, from any liability and claims whatsoever arising out of or from any alleged errors, deficiencies, or inaccuracies in the matter of drug testing/screening, or in the way or manner in which the urine was analyzed by our contracted laboratory, or analyzed by a Medical Review Officer/or related in any way to any applicant or hiring decision stemming from employer's use of DNASU. Any damages are limited to the cost of the test. In the event of any dispute, all matters are subject to the laws of the State of California. In addition, any employer utilizing these services agrees to mandatory arbitration as the sole and exclusive remedy to resolve any disputes or disagreement.
4. In the event a result is challenged by a person who takes the test, the responsibility and liability of DNASU is to arrange for the test taker to have the opportunity to have the sample split and examined at a laboratory of their own choice, provided that the test taker first prepays whatever customary fee is set by the laboratory for the split sample, and the name and address of the test takers laboratory is provided. DNASU has no further responsibility. Client understands that any further responsibility is with the laboratory, or medical review officer that is involved with the test.
5. DNASU does not render any opinions as to whether a person should be hired/fired. Although DNASU takes steps to assure all of its procedures are in compliance with all state and federal rules and regulations, DNASU does not provide any legal services or opinions.
6. DNASU reserves the right to modify fees upon thirty days notice.
7. Employer hereby agrees that it will follow all federal, state and local law that regulates drug testing, that all information will be kept confidential and private and will remain confidential, that it will be used for legal employment decisions only, and maintained privately and secure.
8. All of the terms and conditions above are material to the decision by DNASU to act as a Drug Collection Site, and there can be no alteration, modifications to amendments to the above terms and conditions unless it is in writing and signed by all parties.

