

# DFWPA Registration Instructions

Please take the following actions to enroll your company into the DFWPA

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## Complete the Required Forms

- DFWPA Services Agreement

- DFWPA DER Authorization Form

Tell us who will be the designated representative that will administer your program.

- DFWPA Employer Info Sheet

Be sure to indicate your annual selection rates and frequencies for random selections

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## DFWPA Program Handbook

The DFWPA Program Handbook can be found online at [www.pinnaclevi.com/dfwpa](http://www.pinnaclevi.com/dfwpa)

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## Send All Signed and Completed Forms to:

Jamie Shepherd

Pinnacle Services, LLC

[jshepherd@pinnaclevi.com](mailto:jshepherd@pinnaclevi.com)

Fax: 561-244-0702

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## Annual Program Fee Payment

Check or credit card must be included. The annual program management fee is \$200.00.

Individual drug and breath alcohol tests are \$50.00 for both tests

Lab confirmation fee is \$150.00

**Pinnacle Services, LLC**

6002 Diamond Ruby 3-125 Christiansted, St. Croix VI 00820  
tel: 340-277-2096 fax: 561-244-0702  
Medical Unit: 340-692-3331 fax: 340-692-3511  
[www.pinnaclevi.com](http://www.pinnaclevi.com)

**USVI-DRUG FREE WORKPLACE ALLIANCE AGREEMENT**

Dated, \_\_\_\_\_ an Agreement between Pinnacle Services LLC, a Virgin Islands Limited Liability Company, (“Pinnacle”) and the company listed below (“Alliance Member”)(collectively referred to as the “Parties”) (the “Agreement”).

Company:	
Billing Contact:	
Billing Address	
Email:	Fax:
Telephone:	Tax ID#

**Program Fees**

Program management annual fee: \$200  
Individual 10 panel drug screen and Breath Alcohol: \$50.00  
Confirmation Fee for positive tests: \$150.00

**Terms and Conditions**

(“Alliance Member”). The parties agree as follows:

Drug and Alcohol Testing. Alliance Member hereby retains Pinnacle to administer the Drug Free Workplace Alliance (DFWPA). The program is set forth in the DFWPA Program Handbook provided to Alliance Member. The Program may be revised from time to time at the reasonable discretion of Pinnacle after notice to Alliance Member.

## **Program Services and Administration.**

Pinnacle shall administer the program for employees of Alliance Member as follows:

- a) Alliance Member shall provide Pinnacle with company information needed to administer the DFWPA program.
- b) Designated Employee Representative. Alliance Member shall appoint a Designated Employee Representative (DER) and a backup "DER" for purposes of communication and administration of this Program and Agreement. Alliance Member shall also provide the names of all other employees authorized to receive the drug and alcohol results. The designation of these company representatives shall be made in writing, and may be changed from time to time by Alliance Member in writing.
- c) Alliance Member agrees to abide by all revisions to Pinnacle procedures that may be issued from time to time in order to administer the relevant programs and to make information available to employee members.
- d) Pinnacle shall maintain the records of and information regarding results of drug and alcohol testing in accordance with applicable regulations and the DFWPA Policy. The records maintained by Pinnacle shall reside in the Pinnacle / DFWPA database.
- e) Pinnacle shall conduct drug and alcohol testing in accordance with DFWPA: Initial, Pre-employment, Reasonable Suspicion, Random, Post-Accident, Return-to-Work and Follow-Up.
- f) Pinnacle shall use laboratories certified by the Department of Health and Human Services (DHHS) / Substance Abuse and Mental Health Service Administration (SAMHSA) for the testing of biological specimens.
- g) Pinnacle shall report all alcohol tests and report drug test results verified by certified Medical Review Officers (MRO).
- h) Pinnacle shall provide reporting of status and drug testing statistics under the DFWPA Policy to the Alliance Members and Facility Owners.

## **Other Services**

Under this agreement, the Alliance Member may also utilize other services provided by Pinnacle that include employee screening services, training and assessment services, back office services and sales of safety supplies and apparel. Staffing services must be covered under a separate agreement.

## **General Terms and Conditions**

Payment - All services provided by Pinnacle Services must be paid for at the time the service is rendered. We accept company checks, credit cards and cash. Sorry, we do not accept personal checks. You may also request a credit account for services. We offer the following types of accounts:

Credit Card on File - Submit the Credit Card Authorization Form

Purchase Order Account - with approved credit, we will invoice your company for products and services. To apply for a purchase order credit account, Please fill out application for credit section of this document.

With the credit card on file and purchase order accounts, your company will be able to register employees for training courses, medical testing and purchase safety supplies from our safety store.

Insurance - Each party will maintain its own general liability and employment practices liability insurance.

Termination - Either party may terminate this agreement in whole or in part upon giving thirty (30) days written notice to the other party, however, no portion of the annual fee will be prorated for refund. Any fees or expenses due to Pinnacle will be paid no later than the effective termination date of the contract.

Custody - Original medical records will be delivered to Alliance Member. If any records of Alliance Member in the custody of Pinnacle are subpoenaed, Pinnacle will within 3 business days, notify Alliance Member in writing. Unless Alliance Member notifies Pinnacle in writing that Alliance Member has filed a timely motion for protective order, to quash the subpoena or otherwise taken legal proceedings, Pinnacle will respond to the subpoena no later than 14 days after service of the subpoena. Notice will comply with the Notice provision of this agreement.

Privacy - Pinnacle will keep confidential the records in its possession and will follow the procedure described in Custody above.

Records Discovery - All legal discovery of records are the responsibility of the Alliance Member.

Independent Contractor - The parties agree that Pinnacle is and shall operate as an independent contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Pinnacle and Alliance Member. Pinnacle shall have no authority to make hiring decisions on behalf of Alliance Member., nor shall Pinnacle have any authority to make any decisions relating to the personnel of Alliance Member.

Notices - All notices, demands or requests under this Agreement will be in writing and delivered in person or sent by facsimile or United States Postal Service certified mail, return receipt requested, postage prepaid and addressed as indicated above.

Applicable Law - This Agreement will be construed and enforced in accordance with the laws of the United States Virgin Islands.

## **Arbitration**

Any controversy or claim, including statutory, contract and tort claims arising out of or relating in any way to this Agreement, or to the breach of this Agreement, or arising out of or related to Employee's presence at The Facility, or any other property owned leased or controlled by Employer or any subsidiary or parent or affiliated company, including claims by Employee against Employer, its shareholders or subsidiary or parent or affiliated companies, and its or their shareholders, members, officers, directors, employees, and agents (all of the foregoing shall be collectively referred to as "Employer" for purposes of this agreement to arbitrate) shall be resolved solely and exclusively by arbitration as provided in this Agreement.

In addition, Employee specifically agrees that all claims, accruing from this day forward, that Employee may have at Pinnacle Services, LLC or Limetree Bay Terminals Storage Facility or the Hovensa refinery (collectively Facility) against, involving or arising out of employment at the Facility against Pinnacle, LIMETREE Bay Terminals LLC, Hovensa LLC, The Hovensa Liquidating Trust and the Hovensa Environmental Responses Trust, and any Contractor at the Facility and its members, managers, officers, directors, employees, agents, parents, indirect equity owners, affiliates, successors and assigns including their subsidiaries and affiliates, all as intended third-party beneficiaries of this Agreement (all of the foregoing shall be collectively referred to as "Pinnacle Services, LLC" or "Client", as applicable, for purposes of this agreement to arbitrate) arising out of or in any way relating to Employee's employment by Employer, or the discipline, lay off or termination of that employment, or for bodily injury or property damage, or arising out of or related to Employee's presence (during the term of Employee's employment by Employer) at The Facility shall be resolved solely and exclusively by arbitration as provided in this Agreement.

Notwithstanding the foregoing, this Agreement shall not require Employee to arbitrate any disputes that arise under any applicable collective bargaining agreement or that are otherwise arbitrable under any collective bargaining agreement, or any claims arising under the National Labor Relations Act of 1935, as amended. Nor shall this Agreement prohibit Employee from filing charges, giving testimony, or otherwise participating in any investigations or other administrative proceedings before the Equal Employment Opportunity Commission ("EEOC") or the U.S. Virgin Islands Department of Labor as an EEOC deferral agency.

Employee and Employer specifically agree that the agreement to resolve any and all disputes solely and exclusively by arbitration, as set forth herein, shall remain in full force and effect notwithstanding the termination of this Agreement or Employee's employment for any reason whatsoever.

## **Matters Arbitrable**

Claims covered by this Agreement, or any other contract, include, but are not limited to, claims for bodily injury of any nature, defamation, infliction of emotional distress, property damage or those relating to the following: under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964; the Fair Labor Standards Act; the Family and Medical Leave Act; the Americans with Disabilities Act of 1990; Section 1981 through 1988 of Title 42 of the United

States Code; any territorial anti-discrimination and anti-harassment laws (such as, for example, the Virgin Islands Wrongful Discharge Act, 24 V.I. Code §76 or the Virgin Islands Civil Rights Act) or any provisions of Titles 10 and 24 of the Virgin Islands Code, including without limitation claims for wrongful or retaliatory discharge or wrongful or discriminatory treatment under Virgin Islands law, in addition and including without limitation Whistleblowers Protection Act, 10 V.I. Code 121 et seq. and the Plant Closing Act, 24 V.I. Code 471 et seq.; or any other federal, territorial, or local law, ordinance or regulation, or based on any public policy, contract, tort, or common law, any law or regulation affecting Employer's right to discipline, promote, demote, or terminate the employment of Employee, or any claim for costs, fees, or other expenses or relief, including attorney's fees.

The parties also agree to arbitrate the issue of arbitrability of any claim. The arbitrator shall decide all issues of arbitrability including, but not limited to, any defenses to arbitration based on waiver, delay, or like defense. The arbitrator shall also decide whether any and all conditions precedent to arbitrability have been fulfilled. The parties agree that all matters of substantive and procedural arbitrability shall be decided exclusively by arbitration.

This Agreement is governed by the Federal Arbitration Act, to the maximum extent permitted by applicable federal law.

Claims not covered by this Agreement are: (i) claims for workers' compensation benefits; (ii) claims for unemployment compensation benefits; (iii) claims based upon the Company's current (successor or future) stock option plans, employee pension and/or welfare benefit plans if those plans contain some form of a grievance, arbitration, or other procedure for the resolution of disputes under the plan; and (iv) claims which by federal law may not be subject to mandatory binding pre-dispute arbitration pursuant to the Federal Arbitration Act, such as certain claims under the Dodd-Frank Wall Street Reform Act. Further, this Agreement does not prohibit the filing of an administrative charge with a federal, state, or local administrative agency such as the National Labor Relations Board (NLRB) or the Equal Employment Opportunity Commission (EEOC).

Likewise, the Company agrees to arbitrate any claim against you as per the terms of this Agreement.

### **Representative/Class/Collective Action Waiver, Jury Waiver and Administrative Charges**

Except where prohibited by applicable law, the parties agree all claims covered by the Agreement must be pursued on an individual basis only, and not as part of a representative, class, or collective action, and arbitration on an individual basis is the exclusive remedy for those claims. Neither you nor the Company may submit a multi-plaintiff, class, collective, or representative action for resolution under this Agreement and you and the Company agree that the arbitrator shall have no authority to consolidate the claims of multiple individuals, or agree to hear the claims of multiple individuals in a single action, unless all parties consent to consolidation of the multiple actions, and grant the arbitrator the authority to hear a consolidated action. The parties waive the right to commence, or be a party to, any multi-plaintiff, representative, class, or collective claims or to bring jointly any claim against the Company with any other person.

Again, the parties agree any claim can be pursued, but only on an individual basis, except the lack of co-plaintiffs shall not, in and of itself, be a bar to pursuit of a pattern and practice claim.

In addition, nothing herein limits your right and the rights of others collectively to challenge the enforceability of this Agreement, including the multi-plaintiff, representative, class, collective action waiver. While the Company will assert that you have agreed to pursue all claims individually in the arbitral forum and may ask a court to compel arbitration of each individual's claims, to the extent the filing of such an action is protected concerted activity under the National Labor Relations Act, such filing will not result in threats, discipline or discharge.

### **Severability and Related Issues**

The arbitrator, and not any federal, territorial or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable, except any determination as to the enforceability of the multi-party, representative, class, collective action waiver shall be made solely by a court.

If a court rejects the provision barring multi-plaintiff, representative, class, and collective actions, or any portion of such a provision, then the rejected provision or portion shall be severed and the claim not subject to the waiver shall proceed forward in court, subject to any appeal of the court's ruling, and subject to litigation and applicable defenses, including those relating to class certification. If any other provision or portion of a provision of this Agreement is found to be unenforceable, the provision or portion of the provision shall be severed and/or the Agreement, to the extent necessary, for it to be enforceable, subject to the preceding two sentences.

To the extent permitted by applicable law, this Agreement shall be self-amending; meaning a provision or portion of a provision is deemed unenforceable, that provision or portion of provision shall be deemed stricken and the Agreement automatically, immediately and retroactively shall be amended, modified, and/or altered to be enforceable. The arbitrator shall have no power under this Agreement to consolidate claims and/or to hear a multi-party, representative, collective or class action.

### **Matters Not Arbitrable: Waiver of Jury Trial**

In the event that any matter or claim arising between Employee and Employer, or Employee and LIMETREE, HOVENSA or Contractor is deemed by the arbitrator or by a court of competent jurisdiction to be non-arbitrable, Employee and Employer, LIMETREE, HOVENSA or Contractor hereby expressly waive trial by jury with respect to such claim. Employee and Employer, LIMETREE, HOVENSA or Contractor understand and agree that in such event, any decision regarding such claim will be made by the court as finder of fact, and not by a jury.

### **Procedure for Arbitration**

Arbitration shall take place pursuant to the Federal Arbitration Act (Title 9 U.S. Code Sections 1-16 as they may be from time to time amended) and in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association ([www.adr.org](http://www.adr.org)), as they shall be amended from time to time. Provided, however, that if any such rule has been held unconscionable or otherwise unenforceable by a Court of competent jurisdiction, such rule will be inapplicable to any arbitration held pursuant to this agreement.

The party advancing a claim may file a written request to initiate proceedings with the American Arbitration Association ("AAA") at any regional office of the AAA, or with the International Center for Dispute Resolution, within the time limit established by the applicable statute of limitations. If no applicable statute of limitations, the time limit to file is one hundred and eighty

(180) days from the event which forms the basis of the claim. For the purpose of limitations, the event forming the basis of a claim arising from discharge of Employee shall be the date of discharge. Copies of the request to arbitrate will be served on all parties to the dispute by the AAA (An example of a written request is attached as Exhibit A).

Proceedings may also be initiated by an Employee or Applicant, within the above referenced time periods, by serving a written request to initiate arbitration proceedings on the Company's Human Resource Manager. If for any reason AAA is unable or unwilling to participate, Judicial Arbitration and Mediation Services will be used in its place.

### **Appointment of Arbitrator**

AAA will simultaneously transmit to each party an identical list of names of persons chosen from a panel of qualified arbitrators which AAA will select and maintain. Each Party to the Dispute will have fourteen (14) business days from the transmittal date to strike any names objected to, number the remaining names in order of preference, and return the list to AAA. If a party does not return the list within the time specified, all persons on the list will be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the order of mutual preference, AAA will invite the acceptance of the arbitrator to serve. Any party will have the right to strike only one list of arbitrators in its entirety. When a party exercises this right, AAA will issue a new list of arbitrators consistent with the above procedures. If either party strikes a list in its entirety or if the parties do not agree on an arbitrator on the second list, AAA will appoint the arbitrator. Nothing in this section shall be interpreted to prohibit or otherwise limit the parties from agreeing, within fourteen (14) business days from the transmittal date, to select an arbitrator from the panel without having the dispute administered by the AAA.

Unless Employee elects otherwise, Employer or Client's Name or Contractor will pay the arbitrator's fees and expenses. Employer will also pay the fees of the American Arbitration Association. The arbitration hearing shall take place in St. Croix, U.S. Virgin Islands and be heard by a single arbitrator.

### **Arbitration Decision**

The arbitrator may uphold the actions of any party to the proceeding and may grant relief to any party to the proceeding. The arbitrator shall provide the parties with, at minimum, a written, concise explanation of the basis for the decision. The decision of the arbitrator shall be final and binding unless subject to vacation or modification on grounds specified in the Federal Arbitration

Act, 9 U.S.C. Section 1 et seq. Judgment upon the rendered may be entered in the Superior Court of the Virgin Islands, the United States District Court for the District of the Virgin Islands or in any federal court having jurisdiction to do so in accordance with the provisions of the Federal Arbitration Act, 9 U.S.C. §9.

### **Effect of Partial Invalidity**

Should any provision of this Agreement be held to be invalid by a court of competent jurisdiction, Employer and Employee agree that:

(a) The remaining provisions of this Agreement shall remain in full force and effect, and that such holding shall not affect the validity of any other provision of this Agreement; and



(b) This Agreement shall be deemed reformed to the extent necessary to comply with such holding and to effectuate the Agreement of the parties as set forth in this Agreement; and

(c) The arbitration provisions of this Agreement shall remain in effect for the duration of Employee's employment and thereafter.

Force Majeure - Any delays in or failure of performance by either party under this Agreement will not constitute default hereunder to the extent caused by force majeure, which is defined as occurrences beyond the reasonable control of the party affected, including, but not limited to, acts of governmental authority, acts of God, strikes or other concerted acts of workers, inability to obtain materials or labor because of shortages, fires, floods, explosions, riots, war, rebellion, insurrection and sabotage. The party whose performance is delayed will give notice (in accordance with paragraph 7) and a full description of the cause of the delay to the other party, as soon as possible after the occurrence of said cause.

Confidentiality - Alliance Member will treat as confidential, all information and property, whether tangible, intangible, or otherwise, including, but not limited to, tests and test results, documents, specifications, and processes, which may come into its possession as a result of the services, or which may be prepared by Alliance Member for Pinnacle.

Pinnacle will maintain industry established standards in providing chain of custody and confidentiality for drug testing and drug test results to the appropriate parties.

Consequential and Punitive Damages - No party will be liable to the other for indirect, consequential or punitive damages arising out of this Agreement, including loss of profit or business interruptions.

Entire Agreement - This Agreement constitutes the entire understanding between the parties and supersedes any prior oral or written communication or agreements between the parties relating to the subject matter hereof. No amendment, no waiver of any provision of this Agreement will be effective unless it is in writing and signed by authorized representatives of the parties.

<b>Alliance Member</b>	<b>Pinnacle Services</b>
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

## Authorization to Charge Credit Card on File

Credit Card: MasterCard \_\_\_ VISA \_\_\_ American Express \_\_\_ Card Number: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CID No \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

This is to authorize Pinnacle Services to retain the credit card account information listed on this form on file and to charge said card for services rendered. The contact person listed above will be notified via email of each transaction applied against the credit card on file.

## Application for Credit Account

Bank Name: \_\_\_\_\_ Bank Tel: \_\_\_\_\_

Please list three (3) businesses that you do business with who can be called as a reference:

1) Business: \_\_\_\_\_ Contact: \_\_\_\_\_ Tel: \_\_\_\_\_

2) Business: \_\_\_\_\_ Contact: \_\_\_\_\_ Tel: \_\_\_\_\_

3. Business: \_\_\_\_\_ Contact: \_\_\_\_\_ Tel: \_\_\_\_\_

<b>INTERNAL USE ONLY</b>	
Credit Approved: YES / NO- Approver _____	Credit Amount: _____
Customer Purchase Order Numbers: _____	
<b>Customer Survey</b> - Please tell us about your line of work so we can better serve you.	
Project Description: _____	
Project Start Date: _____	
Project End Date: _____	
Peak Manpower: _____	
Type of Contract: _____	Lump Sum _____ T&M _____
Your Field Contact / Project Manager: _____	

## Designated Employer Representative (DER) Authorization

Instructions: A DER is the employee (or employees) from your company who are responsible for the administration of your DFWPA account with Pinnacle Services, LLC. We require at least one DER and an alternate be authorized for your company.

### Designated Employer Representative Information

Company Name:

DER Name:

Phone:

Fax:

After Hours Phone:

Email:

### Alternate Designated Employer Representative Information

Company Name:

DER Name:

Phone:

Fax:

After Hours Phone:

Email:

**Pinnacle Services, LLC**

6002 Diamond Ruby 125 Christiansted, St. Croix VI 00820

Medical Unit Phone #: 340-692-3331 Fax #: 340-692-3511

**EMPLOYER CONFIDENTIAL INFORMATION SHEET**

**EMPLOYER INFORMATION**

Name:

Address:

Street City State Zip

Mailing Address:

(if different)

Street City State Zip

Estimated number of employees who will be enrolled in this program:

Primary DER: Mr./Ms. Date of Birth (mm/dd/yyyy):

Last First M.I. Mother's Maiden Name: Title:  Program Administrator  Other

Telephone# Fax #: E-mail:

Telephone #:

Please indicate how the random notices are to be transmitted: Via Fax Via E-mail

Copy of random notices via fax or email to backup DER too? Yes No

Secondary DER: Date of Birth (mm/dd/yyyy): Mother's Maiden Name:

Title: Email/F

**BILLING INFORMATION** (Please indicate how billing invoices are to be transmitted:  Email  Regular Mail

INVOICE ATTN: BILLING TEL. #:

BILLING ADDRESS: BILLING FAX #:

City, State, Zip: Email Address:

Do you require DOT collections? Yes / No

**Random Selection Annual Percentages** Substance % \_\_\_\_\_ Alcohol % \_\_\_\_\_ # Randoms per Year \_\_\_\_\_

**CONTRACTOR REPRESENTATIVE (DER) SIGNATURE**

Employer Representative Signature Date Print Name of Representative

**OFFICE USE ONLY:**  
Program Start Date: \_\_\_\_\_  
EMPLOYER ID# \_\_\_\_\_  
Account Sign-up fee \_\_\_\_\_