

**SAFETY COUNCIL OF SOUTHWEST LOUISIANA (SCSWLA)
LOUISIANA DRUG FREE WORKPLACE POLICY
CONTRACTOR CONSORTIUM**

**LAST CHANCE AGREEMENT
(STRICTLY CONFIDENTIAL)**

DATE:

CONTRACTOR NAME:

EMPLOYEE NAME:

Dear _____:

On _____, 20____, you tested positive for alcohol or substance abuse, or refused to be tested, in violation of the terms of SCSWLA Contractor Consortium Louisiana Drug Free Workplace Policy and are currently in a “Not Cleared” status. On _____, 20____, the Contractor agreed to your request to seek counseling and referral to a Substance Abuse Professional (SAP) or EAP Counselor. You must agree and comply with the following conditions concerning your rehabilitation program and possible reinstatement to “Cleared” status in the Consortium:

1. That I fully cooperate and participate in the Contractor’s Consortium counseling/rehabilitation program, in accordance with instructions and requirements of the SAP, EAP Counselor and/or Designated Employer Representative (DER) and any applicable DOT Agency guidelines. I understand that my leave to continue in a counseling or rehabilitation program may be reviewed on a weekly basis. I will provide the Contractor Consortium and/or DER with timely evidence of my participation in such a program, including evidence of my attendance at all required sessions of the program; **or** that I authorize the counseling or rehabilitation program representatives to provide proof of enrollment in the program and proof of attendance at all required sessions directly to Contractor Consortium and ChoicePoint Lexis Nexis, the Consortium’s TPA and DER. I agree to sign any documentation required by the program, pursuant to the Health Insurance Portability and Accountability Act (HIPAA), in order for the program to release records to the Contractor Consortium, DER and ChoicePoint Lexis Nexis evidencing my enrollment and participation in the program. This authorization shall expire at the conclusion of my participation in the program.
2. That I provide the DER with a written doctor’s certificate explaining the reason for any absence from work during the rehabilitation program;
3. That I authorize the SAP/EAP and counseling or rehabilitation representatives to confer with the Contractor Consortium and DER regarding my attendance, progress, and suitability for continued employment or return to active employment, as the case may be;
4. That, upon my continued active employment or return to active employment, and/or “Cleared” status I must hereafter meet all established the Contractor Consortium’s policies, rules or regulations, standards of conduct, and standards of job conduct and performance required of

any other employee, and that I will be subject to the same disciplinary procedure(s) as any other employee; I understand that "Cleared" status does not mean an Owner is required to allow me to re-enter their property if they have different re-entry requirements.

5. That I pay for all costs of rehabilitation and drug/alcohol test not covered under the Contractor's benefit or EAP plan;

6. That for a period of one to five years (based upon the SAP or EAP Counselor recommendation) following completion of my evaluation, I will present myself for any and all drug and/or alcohol tests scheduled by the Contractor Consortium or Contractor, and that I pass such tests;

7. It is expressly understood, and I agree, that my failure or refusal to successfully complete any of the above conditions, including the drug and/or alcohol tests, will result in disciplinary action, up to and including immediate termination and being barred from entering an Owner's premises. I also understand and agree that my future employment depends upon my remaining free of drugs and/or free of alcohol abuse for the entire duration of my continued employment, and that this LAST CHANCE opportunity afforded me by the Contractor is conditioned accordingly; and

8. It is further expressly understood that this Agreement in no way:

(a) waives Contractor's right to take any other appropriate disciplinary or discharge action against me during or after the period for which I may be screened or tested.

(b) affects the current status of my employment or Contractor's right to terminate me, for any or no reason, without notice.

Such conditions, including those above, are recognized to be in addition to Contractor's right to alter my employment relationship with it, and for the reasons set forth above.

ACCEPTED BY:

Employee Name: _____

Signature: _____ Date: _____

APPROVED:

Contractor, DER: _____

Date: _____

APPROVED:

SCSWLA Contractor Consortium: _____

Date: _____