



**To:** NL Hydro Contractors  
**From:** Supply Chain  
**Subject:** NL Hydro Alcohol and Drug Program Requirements for Contractors

Substance abuse is a growing concern in our society and the impact on workplace safety and productivity is well documented. Hydro’s comprehensive Alcohol and Drug Program has been implemented to help manage alcohol- and drug-related challenges in our workplace. A companion document outlining the requirements for contractors entitled “*Alcohol and Drug Program Requirements for Contractors*” can be found on our vendor website at: (<https://bids.nalcorenergy.com/Module/Tenders/en/Home/BidsHomepage>). Please review this document in its entirety. We expect your company, employees, subcontractors, and agents to comply with these minimum requirements when engaged in Hydro business, and at all times when on Hydro premises and worksites, including when operating vehicles and equipment. Please note that it is **mandatory** for all contractors to sign and return the accompanying acknowledgment form which will be issued to the contractor along with the Intent to Award letter. The form must be completed by an individual authorized to sign on behalf of your company and must be received by Hydro prior to finalization of the contract agreement.

**Please send the completed form to the Supply Chain Department, NL Hydro, Hydro Place or email to [tenders@nlh.nl.ca](mailto:tenders@nlh.nl.ca).**

As testing is one requirement under the Hydro Program, you are encouraged to implement your own program and testing procedures. If your company does not have an alcohol and drug program and/or access to testing services, you may request access to Hydro’s testing services pursuant to these requirements on page 3 of this acknowledgement form.

If you have questions regarding Hydro’s requirements in regard to this Program, please send your question to [takeamomentforsafety@nlh.nl.ca](mailto:takeamomentforsafety@nlh.nl.ca) with “A&D Question” in the subject line.

Yours truly,

NL Hydro

Per

 and 

Program Administrators

**NL HYDRO - ALCOHOL AND DRUG PROGRAM  
CONTRACTOR ACKNOWLEDGEMENT FORM**

I \_\_\_\_\_ (name), an authorized representative of \_\_\_\_\_  
\_\_\_\_\_ (Company Name), hereby confirm receipt of  
the NL Hydro “Alcohol and Drug Program Requirements for Contractors” document. I  
acknowledge that I understand the Contractor responsibilities as outlined in this document and  
that I am responsible to ensure that all individuals that I assign to work under my contract with  
Hydro fully meet the outlined requirements.

I understand that failure of a contract worker to abide by these provisions may result in their  
permanent removal from Hydro work. Such an occurrence will also be considered a breach of  
my contract and may result in triggering penalty clauses, or suspension or termination of my  
contract.

Pursuant to the contract, the Contractor has agreed that its employees and other contract  
personnel will abide by, and be tested (if applicable), pursuant to Hydro’s “Alcohol and Drug  
Program Requirements for Contractors”, attached to the Contract or, if not attached, as  
otherwise delivered to the Contractor.

For the foregoing purposes, Hydro has contracted testing services for its own employees.  
Contractors are expected to use their own testing services to comply with the Program. However,  
those who do not have a policy or program may utilize the testing services contracted by Hydro  
for the testing of the Contractor’s own employees, contract personnel, subcontractors or agents  
on the following terms and conditions:

1. Hydro, at its election, may invoice the Contractor for use of the collection and Third Party Administrator (TPA) services and the Contractor shall pay such invoices within 30 days of the invoice date.
2. The Contractor agrees that Hydro shall not be liable for any loss, costs, damages, or expenses which the Contractor may suffer, sustain, pay or incur as a result of or in connection with the Contractor’s use of the collections and TPA’s services.
3. The Contractor understands that by using Hydro’s service provider(s), test results for point of collection tests (POCT) and samples that go to the laboratory for analysis will be reported on a confidential basis by the TPA to the designated Hydro Program Administrator and then provided to the Contractor.
4. The Contractor shall:
  - a) be liable to Hydro for all loss, costs, damages and expenses which Hydro may suffer, sustain, pay or incur, and;
  - b) indemnify Hydro against all actions, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by Hydro or which the Company may sustain, pay or incur as a result of or in connection with the Contractor’s use of the collection and TPA’s services.

5. The Contractor further agrees not to make any claim or take any proceedings against any other person or corporation that might claim contribution or indemnity from Hydro as a result of such use of the TPA services.
6. If at any time during the term of Contract, the Contractor requires the use of the TPA services for personnel not contemplated by this agreement, the Contractor will establish a separate arrangement with the Hydro TPA or any other qualified TPA. Individuals not assigned to Hydro work must be tested under the Contractor's own policy and testing program.

\_\_\_\_\_(Company Name) **DOES** require the use of Hydro's testing services and acknowledge the above terms with respect to use of those services.

\_\_\_\_\_(Company Name) **DOES NOT** require the use of Hydro's testing services and have contracted testing services to a Third Party Administrator for our employees and subcontractors through our own policy/program.

\_\_\_\_\_(Company Name) is being awarded a contract for professional services and would not be subject to testing, and therefore **DOES NOT** require the use of Hydro's testing services. All other provisions of the Program apply.

To be completed by Contractor Representative:

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Position: \_\_\_\_\_