

Texas Department of Criminal Justice Substance Abuse Treatment Agreement

EMPLOYEE NAME: _____ MONTH/DAY OF BIRTH: _____
Please Print: Last First MI (mm/dd)

PAYROLL TITLE: _____ UNIT or DEPARTMENT: _____

In accordance with PD-17, "Drug-Free Workplace," I, _____,
Please Print: First Name MI Last Name
have admitted to my supervisor, _____,
Please Print: First Name MI Last Name
that I have a substance abuse problem.

As a condition of continued employment, I agree to the following:

1. I shall admit myself into a substance abuse rehabilitation program as directed by a health care provider and continue to actively participate in that program.
2. I shall successfully complete the substance abuse rehabilitation program as directed by a health care provider.
3. I shall undergo a return to duty alcohol or drug test, at my own expense, in accordance with PD-17 prior to being returned to active status. Payment date shall be established by the substance control officer.
4. If required, I shall submit to unannounced follow-up alcohol or drug testing, at my own expense, for a period of up to 60 months following my return to duty, in accordance with PD-17. Payment date shall be established by the substance control officer.
5. I shall continue treatment on an outpatient basis, including aftercare treatment, as recommended by the substance abuse rehabilitation program, and, if required, provide attendance reports to my human resources representative.
6. I shall sign a release of information form at the substance abuse rehabilitation facility in order that the Employee Assistance Program (EAP) may be notified of my progress.
7. If applicable, as a commercial driver I understand I shall also comply with the provisions of PD-37, "Employee Commercial Drivers' Physical Examination and Alcohol and Drug Testing Programs."
8. I shall abstain from all alcohol use and substance abuse.

I fully understand that non-compliance with any of the above conditions may result in disciplinary action up to and including separation from employment in accordance with PD-22, "General Rules of Conduct and Disciplinary Action Guidelines for Employees." Although adherence to this agreement is considered a condition of continued employment, nothing in this agreement alters an employee's employment at will status and shall not constitute nor be deemed a contract or guarantee of continued employment.

I DO / DO NOT (circle one) have a permanent or long-term medical condition that prevents me from providing a breath or urine specimen. If I do have a permanent or long-term medical condition that prevents me from providing a breath or urine specimen, I shall provide a health care provider's statement to the SCO within five workdays for consideration to provide an alternate specimen for return to duty and follow-up testing. I understand that failure to provide the statement within five workdays shall result in a breath or urine specimen being obtained for testing.

SUPERVISOR:

EMPLOYEE:

Supervisor Signature Date (MM/DD/YYYY) Employee Signature Date (MM/DD/YYYY)

Note to Employee: With few exceptions, you are entitled upon request: (1) to be informed about the information the TDCJ collects about you; and (2) under Texas Government Code §§ 552.021 and 552.023, to receive and review the collected information. Under Texas Government Code § 559.004, you are also entitled to request, in accordance with TDCJ procedures, that incorrect information the TDCJ has collected about you be corrected.

Distribution:

Original: SCO, Employee Relations, Human Resources Division

Copy: Employee

Copy: Employee unit or department medical file