



## Consortium Service Agreement

This agreement is between Quality Consortium Services (C/TPA) and

\_\_\_\_\_(Company).

Quality Consortium Services, a Consortium and Third Party Administrator (C/TPA) which owns and manages a drug and alcohol testing program designed for businesses and regulated entities with safety sensitive and drug free employees or members. This agreement is made between the parties with the following understanding:

1. Company elects to participate in Quality Consortium Services (C/TPA) program that is compliant with the requirements of the 49 CFR, Parts 40, 382, (FMCSA), 219 (FRA), 655 (FTA), 199 (PHMSA), 14 & 120 (FAA), 46 CFR Parts 4 & 16 (USCG), for all Companies regulated by the Department of Transportation.
2. Company elects to retain Quality Consortium Services to administer its drug and alcohol testing program for compliance.
3. Non-regulated companies do not need to follow the criteria laid forth by the Department of Transportation (DOT) and may elect to enforce their own regulations per their Company Drug and Alcohol policy. The C/TPA will administer and manage their program separately.

In consideration of the mutual obligations hereunder, both parties agree as follows:

### **PART - 1**

#### *Quality Consortium Services General Obligations and Responsibilities:*

To administer the Company's drug and alcohol testing program, Quality Consortium Services shall:

1. Maintain qualified random testing pools for regulated Company employees or members. Meet or exceed minimum testing rates as set forth by the Department of Transportation for the specific governing agency of the Company and/or other percentages defined by the Company for other employees or members.
2. Manage a random selection and notification program minimally consistent with DOT or other regulated controlled substance and alcohol testing requirements.
3. Provide the following:
  - Access to Quality Consortium Services network of collection sites through Alere and Quest.
  - A laboratory certified by the Department of Health and Human Services' SAMHSA Agency.
  - A Medical Review Officer (MRO) to provide test result notifications as required by DOT regulations. The MRO service is also provided for all non-DOT testing as an option.
4. Maintain records documenting Company's participation in Quality Consortium Services random testing program and will provide Company with these records and other compliance information within two (2) business days of its designated Representatives (DER) request.
5. Upon Company's request by written consent, Quality Consortium Services will release drug and alcohol (D&A) testing history and information in accordance with DOT, other regulatory agencies or a Company's D&A Policy. Information requested may include: verification of participation in the C/TPA program and/or current enrollment status, test results if maintained by C/TPA for a Company's driver or employee / member within the last two years, and positive information for the last 5 years (DOT) or consistent with other noted regulatory requirements.

## **PART - 2**

### *Company's Obligations and Responsibilities:*

To qualify for and maintain enrollment in Quality Consortium Services C/TPA program, the Company agrees to:

- 1.** Maintain a Company Policy for controlled substance and alcohol (D&A) misuse implemented before initiating testing. Complete verification of prior drug, alcohol violations for each new member.
- 2.** For reasons of reasonable suspicion testing, Company agrees to have a person who supervises employees or members trained in the aid of recognizing the signs and symptoms of substance abuse and alcohol misuse. Unless self employed.
- 3.** Notify Quality Consortium Services immediately of any changes in Company information including name, address, telephone number(s), (office, mobile and/or emergency numbers), fax number(s), authorized contact(s), Designated Employer Representative (DER) or enrolled Company employee(s) information.
- 4.** Notify Quality Consortium Services immediately of any changes in the status of a Company's employee(s) or member(s) including termination, out-of-service, driver license changes, etc. (The Company understands that if there is more than a 30-day lapse of enrollment in a random testing program, they are responsible to have that employee / member submit to a pre-employment drug test before returning to a safety sensitive position.)
- 5.** Have new employee / member complete a pre-employment drug screen, for DOT employees / members in safety sensitive positions. Employee / Member can only be added to the Random Pool with a negative DOT drug test result. If Company elects not to forward test results to C/TPA, they are responsible for maintaining and producing such records in the event of an agency audit. It is the Companies responsibility to ensure that employees / members are properly and adequately tested.
- 6.** Have employee or member proceed immediately to the closest available authorized drug and/or alcohol collection site once they are notified of a random testing selection by the DER.
- 7.** Fully document any reason(s) leading to the failure to comply with all requests for a random test. Failure to randomly test your employees or members may result in termination from Quality Consortium Services program and Company agrees to the release of this information to any applicable and appropriate regulatory enforcement agencies.
- 8.** Determine if post-accident drug and alcohol testing is necessary following any accident. If testing is required, it is the Companies responsibility to locate a collection site and ensure the individual is tested within the appropriate timeframe.
- 9.** Ensure an employee / member does not resume safety sensitive duties prior to SAP approval and Return-to-Duty testing.
- 10.** Notify Quality Consortium Services immediately and remove employee / member from service upon notification from either:
  - a. A Medical Review Officer (MRO) that an individual tested positive on a DOT drug test; or
  - b. Breath Alcohol Technician (BAT) or Saliva Alcohol Technician that the individuals confirmation test result has an alcohol concentration of .02 or greater.
- 11.** Responsibility to establish an alternate provision within their Company's D&A policy pertaining to post accident testing when a Quality Consortium Services collection site or personnel is unavailable. (e.g. out of the area, on site needed, after hours, holidays, etc.). This cost is not covered under any provisions and is an additional and separate fee.
- 12.** Have available a same gender observer, if necessary, when a direct observed collection is required and the collection site is unable to provide a same gender observer.

**13.** Should Company request the assistance of Quality Consortium Services to prepare the Management Information System Report (MIS), Company shall contact Quality Consortium Services at least three (3) business days prior to a scheduled enforcement inspection date.

**14.** Company accepts full responsibility for understanding the obligations under and participating in Quality Consortium Services C/TPA program in a manner that is compliant with the 49 CFR, Parts 40, 382, (FMCSA), 219 (FRA), 655 (FTA), 199 (PHMSA), 14 & 120 (FAA), 46 CFR Parts 4 & 16 (USCG)

### **PART - 3**

#### *Fees for Services:*

**1.** For performance of Quality Consortium Services obligations listed in Part-1 of this Agreement, Company shall pay a fee according to the current pricing schedule or prior written agreement at the time of enrollment or renewal.

**2.** Company is responsible to pay Quality Consortium Services directly for testing fees regardless of the payment arrangements made between the Company and / or employee.

**3.** Arrangement for split specimen testing fees shall be made between Company, employee/ member and MRO at the time of the request; the cost of split specimen testing is not Quality Consortium Services responsibility. Any split specimen testing will be automatically billed to the Company account.

**4.** Company is responsible for payment directly to collector/collection facility for any fees if not using a collection site designated by Quality Consortium Services.

**5.** Should Company utilize entities for testing that are not affiliated with Quality Consortium Services, e.g., using an outside collection site, it is the Company's obligation to pay the cost of all fees associated with the collection, testing and reporting directly to that site.

**6.** All NSF check returns will be subject to an \$80 handling fee. Any disputed online fee payments will result in immediate removal from the Consortium and a freeze on the account, no requests will be processed until account has been paid along with any dispute charges and fees.

**7.** Company agrees to promptly pay all invoices or will be subject to a credit hold and penalty late fee to accrue per month starting 30 days after Quality Consortium Services billing date. Company will be expelled from Consortium after 60-days of non-payment and Company's information will be sent to a collections agency for payment at which time the Company is responsible for all collections fees applied by the collection agency and legal fees incurred. Companies account will be frozen 4 days after the initial payment was due.

**8.** Credit Card Charges by Internet & Phone:

Payment on-line and by phone with credit card is preferred, and the client agrees not to dispute any non-fraudulent charges once Quality Consortium Services products or services have been received. If payment is disputed without cause, the client will be dropped permanently from our program, their account data will be frozen and they will be sent to collections if the dispute is not resolved to the satisfaction of both parties.

**9.** Annual membership fee is due before account is active. Company may opt to enroll online instead of sending in this contract. However they are still bound to the terms of this contract as agreed upon when enrolling online. Membership will automatically renew 2 weeks prior to expiration unless canceled by Company in writing. Membership renewals are automatically processed and billed to the credit card on file for the Company. If timely payment is not received, the Company's membership is revoked and their data is frozen.

**10.** Listed fees are subject to change. Written notice will be given for any rate changes. Changes will take effect upon renewal of Service Agreement.

**11. Fee Schedule:**

Annual Membership Fee - \$49      Additional Employees / Members - \$15 (for the first 15 members)  
Drug test fees for in network collection sites through Alere or Quest, when ordered through C/TPA, are as follows:

- DOT Drug Test - \$59, includes Lab, MRO & Collection Fees.
- NON DOT 5 Panel - \$59 includes Lab, MRO & Collection Fees.
- Breath Alcohol Screening - \$49
- Return-to-Duty / Observed testing - \$59 PLUS additional fee imposed by collection site.
- Onsite testing - \$59 for Lab, CCF and MRO fees PLUS additional fees imposed by collection site.
- Supervisor Training - \$35 /person, online course.

- 12.** Company is responsible for any and all fees incurred when using any service other than those performed by Quality Consortium Services or its affiliated Quest and Alere collection sites.
- 13.** Unless otherwise indicated, C/TPA will automatically initiate the subscription fee for new Company employees / members upon receipt of a negative pre-employment drug test, until the maximum number of covered Company employees / members is reached. If a new employee / member is to replace and old employee / member, the new member will take over the remaining subscription.
- 14.** Companies that have contracted with C/TPA as a sub-consortium will not have a limit on the maximum number of enrolled members and must pay the listed subscription fee for each member.

**PART - 4**

*Indemnification Obligations of Company:*

Company shall hold harmless Quality Consortium Services and any certified laboratory, medical review officer (MRO) or collection site providing services to Company pursuant to this Agreement, from any claim, loss, liability, damage, detriment or obligation arising from any matter other than their willful misconduct or gross negligence. The Company agrees to indemnify C/TPA and to hold harmless from and against any and all claims, losses, damages, costs or liabilities and penalties imposed on the Company for non-compliance to 49 CFR Part 40 and any applicable Parts. Indemnification includes being held harmless for any legal fees and other expenses arising out of any alleged or actual breach by C/TPA of any of the warranties, representations, or agreements applicable to this service agreement. The Company and C/TPA agree that should any suit or action be implemented to enforce the terms outlined in this service agreement, the prevailing party will be entitled to reasonable attorney fees surrounding litigation and appeal. Company is ultimately responsible for compliance with any DOT regulations as indicated in 49 CFR and cannot hold Quality Consortium Service or its affiliates liable for any non-compliance, lawsuits, fees or penalties related so such non-compliance.

## **PART - 5**

### *Terms & Conditions:*

This Agreement shall be governed in all respects by state law, where applicable, except to the extent specifically preempted by federal regulations, The Department of Transportation regulations governing drug and alcohol testing programs (49 CFR Part 40) make it very clear that the Employer (also referred to as 'Company') is responsible for all aspects of compliance with the regulations. That applies even if a company such as Quality Consortium Services has been designated as a service agent

In the event of Company non-compliance to 49 CFR Part 40, C/TPA reserves the right to make a decision to move the Companies employees into a non-conforming random selection pool for a period of up to 180 days. Should the employer continue in failure to comply with 49 CFR Part 40 at the end of this period, C/TPA reserves the right to expel the Company from all random selection pools. If expulsion occurs, it may result in immediate notification to the Department of Transportation (DOT) and any applicable transportation administration falling under the authority and structure of the DOT. Self employed individuals will be terminated from the program for any positive drug or alcohol test result, or failing to respond to random testing requirements. They may apply for reinstatement after successful completion in a program monitored by a licensed Substance Abuse Professional (SAP).

The Company is responsible in adhering to the Consortium Policies that are published annually by the C/TPA and available for download via their website.

**OVERVIEW:**

<b>SERVICES</b>	<b>C/TPA ROLE</b>	<b>COMPANY ROLE</b>
<b>Service Agreement</b>	Provide: Certificate of Membership Copy of signed agreement Applicable Policies	Complete Service Agreement. Remit annual fee Review Policies.
<b>Billing / Fees</b>	Issue invoices. Process payments, issue receipts	Understand fees for services. Stay current with payments.
<b>Drug &amp; Alcohol Tests</b>	Stay current with Drug and Alcohol Testing responsibilities.  Provide access to Quest Diagnostics or Alere collection sites, pursuant to the fee schedule listed in Part 3 of this agreement.	Provide DER(s) and any Alternate DER names and contact information to C/TPA. Determine when applicants and employees must be tested. Locate testing facilities if not using C/TPA as collector. Ensure alternate collection sites meet DOT regulations. If Alcohol Screening is positive, provide transportation of employee to BAT facility for confirmation if required by collection site.
<b>Test Results</b>	Receive results from MRO Transmit results to DER in confidential manner. Receive results from company and maintain files per DOT regulations.	Establish means for secure transmission of results. Follow-up with employee based on test results or refusal to test. Decide action needed for employee based on test results or refusal. Forward results to C/TPA if electing to have testing performed independently. Maintain records per DOT regulations.
<b>Random Pool Management</b>	Provide scientific means for selection. Enter employee information in database and verify with employer. Generate random selections at appropriate intervals. Notify DER when selections are made. Follow-up to ensure people get tested or alternates are sent.	Provide list of names and ID numbers of safety sensitive employees. Employee / Member lists can be emailed or faxed. Provide updates to list of names as list changes. Review and confirm list with C/TPA prior to quarterly draw. Assure selected individuals get tested in timely manner.

<b>Certified Lab Services</b>	Utilize SAMSHA certifies labs for testing. Maintain confidentiality	
<b>Medical Review Officer (MRO)</b>	Acquire MRO services on behalf of employer. Receive test results from MRO Maintain confidentiality	Ensure MRO can reach employee for interview if necessary.
<b>Substance Abuse Professionals</b>	Provide referral information for Substance Abuse Professionals (SAP) Coordinate follow up testing.	Request contact information as needed. Determine and manage employees referred to SAP.
<b>Reasonable Suspicion Training for Supervisors</b>	Additional online course options available for purchase through our website.	Request training if necessary.
<b>Reviews and Audits</b>	Assist where appropriate for audits.	Make any requests for assistance. Assumes full responsibility for outcomes of audits / reviews.
<b>Post-Accident Testing</b>		Ensure employee is sent for testing when required. Locate nearest collection site and ensure payment is made to site where required.
<b>Reasonable Suspicion Testing</b>		Ensure employee is sent for testing when required.
<b>Records / Reports</b>	Receive and file results.	Notify C/TPA of any test results and reports produced outside the C/TPA network. Records not sent to C/TPA are the responsibility of the Company to maintain.
<b>Compliance</b>	Assist and provide support for compliance.	The employer remains obligated to the DOT and applicable administrations for compliance.
<b>FMCSA Clearinghouse</b>	Submit Queries as needed. Queries are only submitted for companies who use C/TPA for drug test orders.	Ensure company and employees are registered, maintain sufficient balance for queries.



## Quality Consortium Policies

The Consortium Service (C/TPA) will be operated within the confines of the responsibilities mentioned in 49 CFR Part 40 and 382 (FMCSA), 219 (FRA), 655 (FTA), 199 (PHMSA), 14 & 120 (FAA), 46 CFR Parts 4 & 16 (USCG). The C/TPA will not provide services to employers unless the employer's business has its own written policy concerning workplace drug and alcohol testing.

Unless otherwise noted, the C/TPA will require members to prepay the annual membership and drug testing fees before any consortium services or drug test orders are rendered.

Annual membership fees will automatically renew unless written notice is given to cancel. It is the responsibility of the company to notify the C/TPA within 30 days if they no longer require services, after which no refunds will be issued.

Only scientific means as random number generating software or database will be used for random selection of employees. The C/TPA will never combine DOT and NON DOT testing pools.

All information will be treated in a confidential manner by the C/TPA and employer / DER. The C/TPA requires the DER of the Company to set up means for the C/TPA to be able to deliver test results to the DER in a confidential manner; and, that the DER will be the person at the company to receive the results or an alternate will be specified in their absence.

The C/TPA will not convey any personal medical information to the Medical Review Officer (MRO).

If the employer chooses to use a collection site other than a contracted in network collection site, it is up to the company to ensure the collection site and lab follow DOT guidelines as set forth in 49 CFR Part 40, and pay any associated collection, lab and MRO fees.

C/TPA drug test fees do not include the use of out of network sites or additional collection fees associated with observed, after hours, or on location testing. If Company elects to use paper CCF instead of online ordering, they may be responsible for additional collection fees if the collection site does not participate in the C/TPA program.

It is the responsibility of the Company to ensure employees in safety sensitive positions have a negative DOT pre employment drug test on file prior to engaging in safety sensitive duties. Company may elect to send such records to C/TPA for record management. If Company elects not to send such records to C/TPA, they must maintain evidence of such records in the event of an audit. Company is required to have copies of Pre-Employment DOT drug tests on file for every employee in a safety sensitive role, prior to that employee engaging in safety sensitive work.

C/TPA will select eligible members at least quarterly and notify Company DER via email. DER must ensure employee / member is notified and tested according to 49 CFR regulations. If Company has not maintained an accurate member pool and a member is selected who no longer works for the Company,



the DER must immediately update their member list with C/TPA and notify C/TPA of the selected alternate who will be tested in their place.

Any Company member who is not tested within the required timeframe will be removed from the random pool and placed in a non-compliant pool. They must not perform any safety sensitive duties while in this pool. They must test out of this pool before they can return to active duty. Company is required to complete random selection testing during selection period.

Any Company member who tests positive for controlled substances and/or alcohol must immediately be removed from safety sensitive duties and be referred to a substance abuse professional (SAP). This member will be placed in the non-compliant pool until they have been authorized to return to duty by the SAP and provide a negative RTD drug test.

C/TPA will notify Company DER of random testing selections. It is the responsibility of the DER to maintain the confidentiality of these selections and only notify individuals when they see fit. DER should order testing prior to notifying selected members so there is no delay in obtaining testing after member is notified. The only exception is when the DER themselves have been selected for testing, they must order and obtain testing without delay.

It is the responsibility of the Company to ensure they are receiving all email notifications from the C/TPA.

If membership dues are not automatically paid at the time of renewal, the Company will be notified and given 4 calendar days to update their credit card on file and become current. If payment has not been made within this time, the Company and all of its members will be immediately removed from the consortium. No rights are granted for past due accounts. Once a Company has been removed, they must re-register as a new member in the consortium.

It is the responsibility of the Company DER to ensure selected members are tested within the appropriate timeframe, and their member pool is maintained accurately. If this means that an insufficient amount of members in the Company are tested, it is the sole responsibility of the Company to ensure they are compliant with their DOT Authorities random testing requirements, regardless of enrollment in C/TPA program. Company must update C/TPA with any changes to their employee testing pool prior to the start of every testing quarter.

Company must maintain copies of all test results performed on their employees as required by 49 CFR.

Electronic test orders may take up to 24 hours to process when ordered on weekdays and 48 hours to process when ordered on weekends or holidays. If post-accident drug and/or alcohol testing is necessary following any accident, it is the Companies responsibility to ensure the member is tested within the allowable timeframe for their DOT Authority.

Drug test orders that have expired are non-refundable beyond 30 days. Expired tests may be altered and changed for use by other Company members / employees provided the testing occurs within the 30

day time limit. Beyond 30 days, the test order will be removed from the account without refund. Refunds for unused tests will be issued when requested in writing provided the test has not been used and the 30 day expiration date has not been reached.

Members of FMCSA regulated Companies must query the Clearinghouse and receive results prior to employment. C/TPA can query the Clearinghouse on behalf of the Company provided the Company has ordered drug testing directly through the C/TPA. It is the responsibility of the Company to ensure they are enrolled in the Clearinghouse and have sufficient funds for each query.

C/TPA will also query the Clearinghouse annually for FMCSA Companies who qualify with the C/TPA and whose members have given consent to the C/TPA to query the Clearinghouse on their behalf. It is the responsibility of the Company to ensure their employee / member list is up to date prior to each query. The C/TPA is not responsible to any fees associated with querying the Clearinghouse.

Company's failure to comply with regulations will result in immediate termination from the C/TPA Program

# Consortium Service Application

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name of Designated Employee Rep (DER): \_\_\_\_\_

DER Phone: \_\_\_\_\_ DER Email: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Alt Contact Email: \_\_\_\_\_

Company DOT Number (if applicable): \_\_\_\_\_

Dedicated Pool       Combined Pool       Number of Employees in pool: \_\_\_\_\_  
Must have > 16 members      *(Employee / Member lists are sent via email and altered as needed by DER)*

Company agrees to use Quality Consortium Services for Random Pool Management for the term of the service agreement. The service agreement is for a 12 month period, which commences upon receipt of signed service agreement and payment of membership fee. Company may terminate services at any time in writing. Annual membership fee is non-refundable and renews automatically unless cancelled.

As the designated Representative of the Company, I hereby agree to the terms of this Agreement and further acknowledge that I/we must participate with every aspect of this Agreement. I/we do recognize that Quality Consortium Services has the right to terminate our enrollment as a participant should I/we fail to abide by the terms set forth in this Agreement, including those terms outlined on the random test notifications. This agreement shall be extended automatically for successive 12 month terms until Company or Representative gives Quality Consortium Services written notice of your desire to terminate this agreement, or this agreement is cancelled for any reason by Quality Consortium Services.

\_\_\_\_\_  
Authorized Company Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date