

Quality Physicals LLC Consortium Service Agreement

This agreement is between Quality Physicals LLC (C/TPA) and

_____(Company).

Quality Physicals LLC 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 S.S.E. (s) and drug free employees. This agreement is made between the parties with the following understanding:

1. Company elects to participate in Quality Physicals LLC (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).
2. Company elects to retain Quality Physicals LLC to administer its drug and alcohol testing program for compliance.
3. For purposes of this agreement the term "S.S.E." describes an employee with a safety sensitive position (Safety Sensitive Employee) that is subject to all applicable regulation guidelines noted in the given agencies DOT regulations and operates under the authority of the Company. "Drug Free" refers to all employees subject to the Company's drug free testing program as defined within its drug and alcohol testing policy.

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

PART - 1

Quality Physicals LLC General Obligations and Responsibilities:

To administer the Company's drug and alcohol testing program, Quality Physicals LLC shall:

1. Maintain qualified random testing pools for regulated Company employees. Meet or exceed minimum testing rates set forth by the DOT for each calendar year, or other percentages defined by the Company for other employees.
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 Quest Laboratories collection sites.
 - A laboratory certified by the Department of Health and Human Services' SAMHSA Agency.
 - A Medical Review Officer (MRO) to provide test result notifications to the Company/employee and blind specimens to the lab as required by DOT regulations. The MRO service is also provided for all non-DOT testing.
4. Maintain records documenting Company's participation in Quality Physicals LLC random testing program and will provide Company with these records and other compliance information within two (2) business days of its designated Representatives request.
5. Upon Company's request by written consent, Quality Physicals LLC will release drug and alcohol 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 for a Company's S.S.E. 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 Physicals LLC 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 and driving violations for each new S.S.E. .
- 2.** For reasons of reasonable suspicion testing, Company agrees to have a person who supervises S.S.E. (s) or employees trained in the aid of recognizing the signs and symptoms of substance abuse and alcohol misuse.
- 3.** Notify Quality Physicals LLC 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 Physicals LLC immediately of any changes in the status of a Company's S.S.E. (s) or employee(s) including termination, out-of-service, S.S.E. 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 the S.S.E. submit to a pre-employment drug testing before returning to a safety sensitive position.)
- 5.** Have new S.S.E. complete a pre-employment drug screen. Employees can only be added to the Random Pool with a negative DOT drug test result.
- 6.** Have S.S.E. or employee proceed immediately to the closest available authorized drug and/or alcohol collection site once they are notified of a random testing selection.
- 7.** Fully document any reason(s) leading to the failure to comply with all requests for a random test. Failure to randomly test your S.S.E. (s) or employees may result in termination from Quality Physicals LLC 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.
- 9.** Ensure a S.S.E. does not resume employment prior to SAP approval and Return-to-Duty testing.
- 10.** Notify Quality Physicals LLC immediately and remove DOT or covered S.S.E. from service upon notification from either:
 - a. A Medical Review Officer (MRO) that S.S.E. tested positive on a DOT drug test; or
 - b. Breath Alcohol Technician (BAT) or Saliva Alcohol Technician that the S.S.E. 's confirmation test result has an alcohol concentration of .04 or greater.
- 11.** Responsibility to establish an alternate provision within their Company's D&A policy pertaining to post accident testing when a Quality Physicals LLC collection site or personnel is unavailable. (e.g. out of the area, on site needed, after hours, holidays, etc.)
- 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 Physicals LLC to prepare the Management Information System Report (MIS), Company shall contact Quality Physicals LLC 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 Physicals LLC C/TPA program in a manner that is compliant with their DOT agencies regulations.

PART -3

Fees for Services:

- 1.** For performance of Quality Physicals LLC 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 Physicals LLC directly for testing fees regardless of the payment arrangements made between the Company and employee.
- 3.** Arrangement for split specimen testing fees shall be made between Company, employee and MRO at the time of the request; the cost of split specimen testing is not Quality Physicals LLC responsibility.
- 4.** Company is responsible for payment directly to collector/collection facility for any fees if not using an authorized Collection site.
- 5.** Should Company utilize entities for testing that are not affiliated with Quality Physicals LLC, e.g., using an outside collection site or Laboratory, 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.
- 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 60 days after Quality Physicals LLC billing date. Company will be expelled from Quality Physicals 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.
- 8. Credit Card Charges by Internet & Phone:**
Payment on-line and by phone with credit card may be accepted, but the client agrees not to dispute any non-fraudulent charges once Quality Physicals LLC products or services have been received. If enrollment is disputed without cause, the client will be dropped permanently from our program and sent immediately to collections if the dispute is not resolved to the satisfaction of both parties.
- 9.** Signed agreement and annual membership fee is due before account is active. Membership will automatically renew unless canceled by Company in writing. If timely payment is not received, the Company's membership is revoked and written notice will be given.
- 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 S.S.E. s / Employees - \$15 (up to a maximum of \$300).
When using Quality Physicals for collection services, fees are as follows:
 - DOT 5 Panel - \$59, includes supplies, MRO & Collection Fees.
 - NON DOT 5 Panel - \$59 includes supplies, MRO & Collection Fees.
 - Breath Alcohol Screening - \$49
 - Return-to-Duty / Observed testing - \$100
 - Afterhours surcharge - \$150 plus the cost of the test
 - Emergency surcharge - \$200 plus the cost of the test and millage fees.
- 12.** Company is responsible for any and all fees incurred when using any service other than those performed by Quality Physicals LLC.

PART - 4

Indemnification Obligations of Company:

Company shall hold harmless Quality Physicals LLC 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 Quality Physicals CTPA 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 Quality Physicals CTPA of any of the warranties, representations, or agreements applicable to this service agreement.

The Company and Quality Physicals 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.

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 Physicals LLC has been designated as a service agent

In the event of Company non-compliance to 49 CFR Part 40, Quality Physicals 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, Quality Physicals 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.

The company is required to stay compliant with all DOT requirements. Quality Physicals LLC cannot be held liable to any non-compliance rulings or citations against the Company for any reason.

OVERVIEW:

SERVICES	QUALITY PHYSICALS ROLE	COMPANY ROLE
Service Agreement	Provide: Certificate of Membership Copy of signed agreement Applicable Policies	Complete Service Agreement. Remit annual fee Review Policies.
Billing / Fees	Issue invoices and reminders. Process payments, issue receipts	Understand fees for services. Stay current with payments.
Drug & Alcohol Tests	Stay current with Drug and Alcohol Testing responsibilities. Provide Member rates when using Quality Physicals as collector. DOT 5 Panel \$59 NON DOT 5 Panel \$59 Breath Alcohol Screening \$49 RTD and Observed testing \$100 After hours surcharge \$150 Emergency surcharge \$200	Provide DER(s) and any Alternate DER names and contact information to CTPA. Determine when applicants and employees must be tested. Locate testing facilities if not using Quality Physicals as Collector. Ensure alternate collection sites meet DOT regulations. If Alcohol Screening is positive, provide transportation of employee to BAT facility for confirmation.
Supplies for Testing	Ensure Quality Physicals testing site is equipped with CCF forms and testing supplies. Ensure 3rd party sites are eCCF compatible.	Store any required copies or supplies in a secure manner
Test Results	Receive results from MRO Transmit results to DER in confidential manner.	Establish means for secure transmission of results. Follow-up with employee based on test results or refusal. Decide action needed for employee based on test results or refusal.
Quality Control	Ensure technicians are trained and qualified	Report problems or concerns to CTPA
Random Pool Management	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 (or SSN) of safety sensitive employees. S.S.E. lists can be emailed or faxed. Provide updates to list of names as list changes. Review and confirm list with CTPA prior to quarterly draw. Assure selected individuals get tested in timely manner.

Certified Lab Services	Utilize SAMSHA certifies labs for testing. Maintain confidentiality	Alert CTPA when delays occur in receiving test results.
Medical Review Officer (MRO)	Acquire MRO services on behalf of employer. Receive test results from MRO Maintain confidentiality	Ensure MRO can reach employee for interview if necessary.
Substance Abuse Professionals	Provide referral information for Substance Abuse Professionals (SAP) Coordinate follow up testing.	Request contact information as needed. Determine and manage employees referred to SAP.
Reasonable Suspicion Training for Supervisors	Provide referral information for training based on need.	Request training if necessary.
Reviews and Audits	Assist where appropriate for audits.	Make any requests for assistance. Assumes full responsibility for outcomes of audits / reviews.
Post-Accident Testing		Ensure employee is sent for testing when required
Reasonable Suspicion Testing		Ensure employee is sent for testing when required
Records / Reports	Receive and file results.	Notify CTPA of any test results and reports produced outside the CTPA network.
Compliance	Assist and provide support for compliance.	The employer remains obligated to the DOT and applicable administrations for compliance.
DOT Physicals		Ensure employees needing DOT physicals have current health cards.

Company Information

Company Name: _____

Mailing Address: _____

Telephone: _____ Fax: _____

Email: _____

Designated Employee Rep (DER): _____

DER Contact Information: _____

Alternate Contact Person: _____

Company DOT Number (if available): _____ DOT Agency _____

Random Pool Requirements: DOT General Workplace
Frequency: DOT Standard Monthly Weekly Other _____
 Dedicated Pool Combined Pool Number of Employees in pool: _____

(S.S.E. / Employee lists are sent via email or fax and altered as needed by DER)

Company agrees to use Quality Physicals for Random Pool Management for the term of the service agreement. Company may choose any provider for the listed services and is not required to use Quality Physicals for Collections or Physicals, but would be responsible for selecting, and paying for such services separate from this services agreement.

The service agreement is for a 12 month period, which commences upon receipt of signed service agreement and payment annual membership fee. Company may terminate services at any time in writing. Annual membership fee is non-refundable and will otherwise automatically renew.

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 Physicals LLC 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 Physicals LLC written notice of your desire to terminate this agreement, or this agreement is cancelled for any reason by Quality Physicals LLC. It is ultimately the Companies responsibility to stay compliant with their own DOT regulations.

Authorized Company Signature

Title

Printed Name

Date