



## Random Drug & Alcohol Consortium Membership

### WHAT IS RANDOM DRUG & ALCOHOL TESTING AND WHO IS REQUIRED TO JOIN

Random Drug & Alcohol Testing is a DOT mandatory regulation required by Federal Motor Carrier Safety Administration. The DOT and FMCSA drug and alcohol testing regulations apply to any person who operates a CMV over 26,000 lbs in intrastate or interstate commerce and is subject to the CDL requirements.

All CDL drivers and owner-operators of any Motor Carrier must conduct random drug and alcohol testing.

Do not confuse Pre-Employment Drug Test and Random Drug Test.

**Pre-employment** – An employer must receive a negative **drug test** result BEFORE permitting a CDL driver to operate a CMV.

**Random** - CDL drivers must be randomly tested throughout the year; an employer who employs only himself/herself as a driver, who is not leased to a motor carrier, shall implement a random testing program of two or more covered employees in the random testing selection pool as a member of a consortium.

Most small companies that do not qualify to create their own consortium must join a larger consortium, like SafeTrak Solutions Consortium. Some of the benefit of joining a larger consortium are full management and a low probability to be selected for a Random Test due to multiple drivers from other companies participating in this pool.

### WHAT IS RANDOM TESTING CONSORTIUM AND WHAT ARE THE REQUIREMENTS

A drug screening consortium is an association of companies or groups of employers that join together, as a single entity, for the purpose of Department of Transportation (DOT) drug and alcohol testing of its members. The member companies add their employees to a combined random testing pool.

DOT Agency requires a *drug testing* rate of 25% and an *alcohol testing* rate of 10% of all drivers from this pool conducted during the calendar year.

*\*\*\*During a DOT Audit the officer will ask for a proof of Random Drug & Alcohol Testing compliance: quarterly status, test results and MIS Data Collection.*

### THE BENEFITS OF SAFETRAK SOLUTIONS CONSORTIUM

- \* Competitive Pricing of Membership
- \* Complete Set of Services
- \* Thousands of Test Sites Nationwide
- \* DOT Random Program Reports
- \* Alerts by Email, Fax, Phone or Text Message
- \* Low Annual Fee of \$45 per Company/Motor Carrier
- \* Annual \$20 Fee per Driver Added to Consortium
- \* Management and Archiving of All Test Documentation and Driver Information.
- \* Alerts for CDLs and Medical Cards Expiration

## Annual Membership Options

### **\*Basic Membership\***

- Annual Company /Motor Carrier Fee -\$45
- Annual Driver Participation Fee - \$20
- Urine Drug Test (NOT covered by Membership) - \$60.00
- Alcohol Breath Test (NOT covered by Membership) - \$35.00

### **\*Complete Membership\***

- Annual Company /Motor Carrier Fee -FREE
- Annual Driver Participation Fee:
  - \$125 (Pre-employment Drug Test is NOT included)
  - \$185 (Pre-employment Drug Test is INCLUDED) **\*For Newly Hired Drivers ONLY**
- Urine Drug Test - FREE (unlimited selections COVERED by Membership)
- Alcohol Breath Test - FREE (unlimited selections COVERED by Membership)

## COMPANY INFORMATION

COMPANY NAME DOT#  
 DBA (if available) MC#  
 COMPANY ADDRESS  
 City State ZIP Code  
 Phone# Fax# Email:

COMPANY OWNER or SAFETY OFFICER *(The person who will be contacted in regarding Random Tests and other Membership activities.)*

First Name Last Name Title Contact Phone#  
 First Name Last Name Title Contact Phone#

## CONSORTIUM PROGRAM

NUMBER OF DRIVERS INROLLING IN CONSORTIUM PROGRAM:

### MEMBERSHIP OPTION

BASIC \$45.00 + \$20.00 X = \$  
Annual Company Fee Annual Driver Fee Number of Drivers Enrolled Total Due

COMPLETE <sup>1</sup> (EXCLUDING Pre-Employment Test) \$125.00 X = \$  
Annual Driver Fee Number of Drivers Enrolled Total Due

COMPLETE <sup>2</sup> (INCLUDING Pre-Employment Test) \$185.00 X = \$  
Annual Driver Fee Number of Drivers Enrolled Total Due

## PAYMENT INFORMATION

Please charge the amount of the Membership to my Credit/Debit Card (Processing Fee of 3.25% will apply):

Name on the Card Card Number Expiration Date / CVC

Please charge the amount of the Membership to my Bank Account using ACH Transaction (Processing Fee of \$2.95 will apply):

Name of Account Holder Routing Number Account Number

I will send the check for the amount of the Membership payable to "SafeTrak Solutions Inc." via E-mail to [random@safetraksolutions.org](mailto:random@safetraksolutions.org)

## DRIVERS INFORMATION

#1

FIRST NAME	LAST NAME	SEX: Male	Female
ADDRESS			
City	State	ZIP Code	PHONE#
SOCIAL SECURITY#	DATE OF BIRTH	/ /	MED. CARD EXPIRATION DATE / /
CDL#	STATE	CLASS	EXP. DATE / / HIRE DATE / /

### MOTOR VEHICLE OPERATION:

**NON-EXCEPTED INTERSTATE (NI):** You operate or expect to operate in interstate commerce (Crossing State Border) and must meet FMCSA medical card requirements (Must provide a current medical examiner's certificate or any waivers indicated on the certificate)

**NON-EXCEPTED INTARSTATE (NA):** You operate or expect to operate only in intrastate commerce (Inside your State) and are required to meet FMCSA driver qualification requirements. (Must provide a current medical examiner's certificate required by your state)

**EXCEPTED INTERSTATE (EI):** You operate or expect to operate in interstate commerce (Crossing State Border), but are NOT meet FMCSA medical requirements

**EXCEPTED INTARSTATE (EA):** You operate or expect to operate in a city, county state or federal vehicle ONLY and are exempt from the FMCSA driver qualification requirements.

PRE-EMPLOYMENT TEST REQUIRED? Yes No

\*\*\* IF YES, REQUESTED DATE FOR TEST / / TEST LOCATION ZIP CODE

#2

FIRST NAME	LAST NAME	SEX: Male	Female
ADDRESS			
City	State	ZIP Code	PHONE#
SOCIAL SECURITY#	DATE OF BIRTH	/ /	MED. CARD EXPIRATION DATE / /
CDL#	STATE	CLASS	EXP. DATE / / HIRE DATE / /

### MOTOR VEHICLE OPERATION:

**NON-EXCEPTED INTERSTATE (NI):** You operate or expect to operate in interstate commerce (Crossing State Border) and must meet FMCSA medical card requirements (Must provide a current medical examiner's certificate or any waivers indicated on the certificate)

**NON-EXCEPTED INTARSTATE (NA):** You operate or expect to operate only in intrastate commerce (Inside your State) and are required to meet FMCSA driver qualification requirements. (Must provide a current medical examiner's certificate required by your state)

**EXCEPTED INTERSTATE (EI):** You operate or expect to operate in interstate commerce (Crossing State Border), but are NOT meet FMCSA medical requirements

**EXCEPTED INTARSTATE (EA):** You operate or expect to operate in a city, county state or federal vehicle ONLY and are exempt from the FMCSA driver qualification requirements.

PRE-EMPLOYMENT TEST REQUIRED? Yes No

\*\*\* IF YES, REQUESTED DATE FOR TEST / / TEST LOCATION ZIP CODE

## CONSORTIUM AGREEMENT

Consultant (SafeTrak Solutions Inc) and Client (Employer-Member of Consortium) hereby agree to the terms and conditions set forth as follows:

1. Consultant shall be responsible for ensuring that Client is fully compliant with all alcohol and/or drug testing requirements of the U. S. Department of Transportation (DOT) including informing Client and it's drivers when a test is required and of which drivers are to be tested, the scheduling of tests, the tracking of test results and complying with all reporting requirements of DOT.
2. Client acknowledges and agrees that Consultant shall utilize MED-STOP, or such other alcohol and/or drug testing service as Consultant shall choose, in order to perform some or all of Consultant's obligations under this Agreement.
3. Client acknowledges that it has read and understands the MED-STOP Employer MED-STOP Access Service Agreement and Client authorizes Consultant to execute said Agreement on behalf of Client and that Client and Consultant shall fully comply with all terms and conditions set forth therein. Alternatively, Client shall execute the MED-STOP Agreement upon the request of Consultant. A copy of the aforementioned MED-STOP Agreement has been provided to Client prior to execution of this Agreement. The terms and conditions contained within the MEDSTOP Agreement are incorporated into this Agreement as if once again fully set forth herein. However, to the extent the terms and conditions of the MED-STOP Agreement conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement control.
4. ALL accounts are prepaid and non-refundable. In exchange for Consultant's services as set forth herein, Client shall pay to Consultant a flat fee of \$45 per year as a Company Membership Fee and \$20 per year for each driver added to random pool.
5. This Agreement will have an initial term of one (1) year and will then automatically renew for successive one-year term after the membership fee is automatically and recurrently collected unless terminated by either Party as follows: (i) Either Party may Cancel this agreement at any time upon written notice (ii) immediately with written notice if the other Party is in material breach of the Agreement or any law or regulation regarding the performance of the Agreement and such Party fails to cure the alleged breach within ten (10) days after receiving written notice from the non-breaching Party.
6. If during the term of this Agreement there is a significant change in the requirements of Consultant, or other services covered under this Agreement as a result of regulatory changes or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein.
7. In order for Consultant to be able to adequately perform its duties under this Agreement Client agrees to comply with the following:
  - a. Upon Client's receipt of the quarterly eligibility list, Client will delete the names of any drivers who are either no longer working for Client, or who are not available to be randomly selected for the coming quarter. Client will add the names and social security numbers of any new employees, as well as the names and social security numbers of any existing employees who will be expected to become available during the coming quarter
  - b. Client shall sign and date the eligibility list and fax back within 3 days.
  - c. The random selection will then be completed within one week.
  - d. Once the randomized selection for the quarter has been generated by MED-STOP, Client will be noticed by secure fax with its selections.
  - e. If none are picked from Client's company, Client's fax shall say that zero have been picked.
  - f. If Client has had any alternates picked, Client might be notified at a later date to have them tested.
  - g. Upon receipt of the selections, DOT requires that Client notify the selected employee, with instructions to report to one of MEDSTOP's conveniently located testing facilities immediately along with the signed and dated selection letter (completed by the designated employer representative). A list of testing facilities will be provided by Consultant prior to any required testing.
  - h. If Client's drivers are not working locally, Consultant can provide them with the location of collection sites nearest to them in the continental United States. All testing done must be performed by a MED-STOP approved lab.
  - i. The DOT may require Consultant, as the program administrator, to issue automatic positive test results for any of Client's drivers who fail to report to the collection site within forty-eight hours following their receipt of Notice of Selection from Client.
  - j. If a driver is not available for testing, the designated employer representative must document the reason on the selection letter, date and sign it and fax back to Consultant. If using an alternate pick, inform Consultant by phone or fax who is replacing whom. k. All random selections must be completed within one to three weeks. After 3 weeks Client will receive a call from Consultant informing Client as to which selected employees have not completed their screenings. Failure to do so may result in a refusal to test determination.
8. Client authorizes Consultant to request specific information from any individual or to order additional tests as necessary or appropriate and related to tests performed for Client. Client agrees to pay for additional fees, costs and charges related to such information requests or additional testing performed.
9. Client acknowledges that performance of necessary verification procedures may be dependent upon cooperation by Client representatives, tested individuals and/or personal physicians, and/or health care providers that may possess vital medical history information. Client agrees that Consultant shall have no responsibility for services which are delayed or cannot be provided due to lack of such cooperation.
10. Client acknowledges that the MED-STOP software will store the history of the randomized selection, including the following details: the eligible drivers; the drivers who were selected; the names of the selected driver's test, when the testing was completed and the results of the test(s). Such stored information may be of vital importance if any dispute were to arise in the future over the testing methodology and the results.
11. Reports will be mailed to Client twice a year after the second and fourth quarters. Please keep these reports in a secure location. Client may need to refer to them if asked to do so by DOT.
12. The parties both recognize that federal, state, and local laws may apply to the services covered herein. In particular, certain services may be performed according to regulations established and governed by DOT. Both parties agree to assure, that services provided are rendered according to all applicable laws and regulations.
13. The relationship of the Parties created by the Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither Party shall represent to third parties that it is the employer/ employee, principal/agent, partnership, joint venture or representative of the other Party.
14. Neither party may assign this Agreement without the prior express written consent of the other whose consent shall not be unreasonably withheld.
15. If any provision of the Agreement is determined to be void, illegal or unenforceable, it will be deemed automatically adjusted to the minimum extent necessary to conform to applicable requirements of validity, legality and enforceability and, as so adjusted, be deemed a provision of the Agreement as if it were originally included in the Agreement. In any case, the remaining provisions of the Agreement will remain in effect.
16. The parties agree that there are no third party beneficiaries to the Agreement.
17. The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.
18. Force Majeure– As SafeTrak Solutions is merely recording the drug test results of the Client, SafeTrak Solutions will not be responsible or liable to the Client for it's failure or delay in performance, which results from or is due to, directly or indirectly, and in whole or part, any cause or circumstance which is beyond the reasonable control of SafeTrak Solutions.

19. Client shall indemnify, defend and hold harmless Consultant and its officers, directors, employees, representatives, agents, contractors and Suppliers, from and against any and all expenses, losses, claims, judgments and liabilities of any kind arising directly or indirectly from Client's breach of the Agreement, Client's violation of any applicable law or in any way related to services provided by Consultant or other confidential information exchanged pursuant to this Agreement. Consultant shall indemnify, defend and hold harmless Client and its officers, directors, employees, representatives, agents and contractors from and against any and all expenses, losses, claims, judgments and liabilities of any kind arising directly or indirectly from Consultant's breach of the Agreement or from Consultant's violation of any applicable law. Client shall not assert any claim for and waives liability against Consultant for any inaccurate information provided to Client. Consultant shall not be responsible for any damages without limitation including attorney fees resulting from acts or omissions negligent or otherwise of the Client under the Client's substance abuse policy or collective bargaining Agreement(s). Furthermore, Consultant shall not be responsible for any damages, including attorney fees, resulting from actions taken pursuant to or in implementation of Client's substance abuse policies. With respect to services provided under this Agreement, Client shall not assert any claim against Consultant for damages claimed by a third party.

20. Test results provided by Consultant to Client are highly confidential and Client shall treat all test results and any other documentation provided by Consultant in strict confidence and shall not make such results and information available to any other party except as expressly provided in this Agreement or as required by law. Except as required by law or otherwise set forth in the Agreement, the terms and conditions of the Agreement and all proprietary information exchanged by the parties and all documents referenced in the Agreement, including invoices (collectively "Confidential Information") are confidential and neither party shall disclose Confidential Information without prior written consent of the other party; provided, the party to whom information is disclosed will have no obligation to preserve the proprietary nature of any Confidential Information that: (i) was previously known to such Party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than unauthorized disclosure; (iii) is developed by or on behalf of such party independent of any information furnished pursuant to the Agreement; (iv) is received from a third party whose disclosure does not violate any confidentiality obligation or (v) is disclosed pursuant to the request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and sufficient notice is given by the recipient to the disclosing party of any such request to permit the disclosing party to seek a protective order or exemption from such request.

21. This Agreement is non-exclusive on the part of the Consultant and Consultant specifically reserves the right to contract with all other individuals and entities unless the services required of Consultant under any other contract conflict with the Services to be provided herein.

22. The provisions of this Agreement shall be construed, interpreted, and governed by federal laws and the laws of the State of Illinois, including all matters of construction, validity, and performance, without choice-of-law or conflict-of-law principals.

### ***SafeTrak Solutions Third-Party Administration of Federal Motor Carrier Safety Administration Drug and Alcohol Clearinghouse Agreement Addendum.***

*Definitions: 1. The Department of Transportation ("DOT"), Federal Motor Carrier Safety Administration ("FMCSA") Drug and Alcohol Clearinghouse ("FMCSA Clearinghouse") is a secure online database of drug and alcohol program violations, that obligatory use is strictly enforced for all FMCSA regulated employers and Commercial Driver License (CDL) holders. The FMCSA Clearinghouse implementation date is 1/6/2020. 2. The FMCSA Clearinghouse third-party administrator ("TPA") is an Employer designated service agent who can report violations and/or conduct queries on its behalf. 3. SafeTrak Solutions web application is intended to be a fully compliant online management system for drug, alcohol and occupational medical tests, integrated with the SafeTrak Solutions MRO service, laboratory result processing. Covers employee compliance management, random selection programs, stands in compliance with the DOT regulations. 4. The Designated Employer Representative ("DER") is an employee authorized by Employer to take immediate action(s) to remove employees from safety-sensitive duties or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for Employer as determined by the DOT regulations.*

#### ***Agreement conditions***

*1. SafeTrak Solutions FMCSA Clearinghouse TPA service requires Employer to be legally bound by the SafeTrak Solutions Employer Service Agreement. Termination of the SafeTrak Solutions Employer Service Agreement terminates this agreement. 2. By selecting SafeTrak Solutions as the FMCSA Clearinghouse TPA during or after the FMCSA Clearinghouse registration, Employer establishes SafeTrak Solutions as its FMCSA Clearinghouse TPA. 3. Employer can authorize SafeTrak Solutions TPA service to conduct queries and report violations in the FMCSA Clearinghouse on its behalf. SafeTrak Solutions will NOT automatically conduct any initial or annual queries for employer drivers. IF YOU WISH SAFETRAK SOLUTIONS TO CONDUCT A CLEARING HOUSE QUERY FOR YOUR DRIVER(S) - THE REQUEST MUST BE SENT VIA EMAIL WITH THE NAME(S) OF THE DRIVER(S), and A QUERY PLAN PURCHASED WITH YOUR CLEARING HOUSE ACCOUNT PRIOR TO REQUEST. SafeTrak Solutions TPA cannot purchase queries on behalf of Employer. 4. SafeTrak Solutions TPA service provided to Employer is strictly limited to the extent required and allowed by the FMCSA Clearinghouse rules and regulations. 5. SafeTrak Solutions TPA service is provided free of charge as part of the Med-Stop App. 6. In case SafeTrak Solutions TPA service cannot be in full compliance with the FMCSA Clearinghouse regulations because of the technical or other reasons SafeTrak Solutions has no control over, Employer will be notified and this agreement terminated. 7. Employer is responsible for obtaining the driver's general consent for the limited queries. For a full query in the FMCSA Clearinghouse the driver must provide the specific consent to Employer. It is Employer responsibility to notify the driver about such a requirement.*

**Limitation of Liability**

1. Employer expressly agrees that the use of the SafeTrak Solutions TPA service is at Employer’s sole risk. SafeTrak Solutions does not warrant that the use of the SafeTrak Solutions TPA service will be uninterrupted or error-free. 2. SafeTrak Solutions TPA service is provided on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement. 3. To the fullest extent permissible by applicable law, in no event shall SafeTrak Solutions be liable to Employer for any injury, property damage, lost profits, cost of substitute goods or services, loss of data, work stoppage, computer and/or device or technology failure or malfunction or for any form of direct or indirect, special, incidental, consequential, exemplary or punitive damages based on any causes of action arising out of use of the SafeTrak Solutions TPA service or any alleged failure of performance, error, omission, interruption, deletion, defect, or delay in service, operation, unauthorized access to, alteration of, or use of or posting of any record, content, or technology, pertaining to the SafeTrak Solutions TPA service. You agree that this limitation of liability applies whether such allegations are for breach of contract, tortious behavior, negligence, or fall under any other cause of action, regardless of the basis upon which liability is claimed and even if the SafeTrak Solutions has been advised of the possibility of such loss or damage. 4. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DESIGNATED EMPLOYER NAME                      DESIGNATED EMPLOYER SIGNATURE                      DATE

  
\_\_\_\_\_  
SAFETRAK SOLUTIONS ADMINISTRATOR SIGNATURE

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE