



# Plans and Application



*is a consortium for Owner – Operators and Small Companies*

## Plan 1: Owner – Operator

1. Annual membership includes any twelve (12) month period.
2. Services include<sup>1</sup>:
  - a. 1 Pre-Employment Drug Screen<sup>2</sup> (1<sup>st</sup> year only)
  - b. 2 Random Drug Screen Kits
  - c. 1 Post-Accident Drug Screen Kit
3. Membership Fees
  - a. New Member \$165.00
  - b. Renewal<sup>3</sup> \$125.00

## Plan 2: Small Company

1. Annual membership includes any twelve (12) month period.
2. Services include random consortium services
3. Membership Fees
  - a. New Member \$165.00 + \$30.00/Driver<sup>4</sup>
  - b. Renewal<sup>3</sup> \$125.00 + \$30.00/Driver
4. Available (*but not required or included*)
  - a. Pre-Paid Pre-Employment Drug Screen Kit \$40.00 each
  - b. Pre-Paid Post-Accident Drug Screen Kit \$20.00 each

### Both Plans Include :

- ✓ **Sample Company Policy**
- ✓ **Reasonable Suspicion Training** materials for a self-study & Certification
- ✓ **Best Practices for DOT Drug and Alcohol Testing** (FMCSA Publication)
- ✓ **What Employers Need To Know About DOT Drug and Alcohol Testing** (FMCSA Publication)

*All are available at no charge to CMS/dotstop members on the website*

*<http://www.corporatemedicalservices.com/dotstop>*

**For more information call CMS at (800) 501-0129**

<sup>1</sup> Services paid by CMS are the drug screen, transportation of specimen to lab, lab screen & GC/MS confirmation, Medical Review and reporting to the company. With the CMS/dotstop consortium programs, **CMS IS NOT RESPONSIBLE FOR PAYMENT TO THE CLINIC(S)** for the drug screen collection, breath alcohol screen or DOT physical (if required).

<sup>2</sup> Prerequisite for membership: Owner-Operator is not considered a part of the CMS/dotstop consortium until he/she has a negative pre-employment drug screen.

<sup>3</sup> Renewal is based on **UNINTERRUPTED** Membership and must be submitted before the end of the current membership period.

<sup>4</sup> First Driver Included at no charge



5490 Dayton Blvd., Chattanooga, TN 37415  
PHONE: (800) 501-0129 FAX: (423) 870-6490  
Email: dotstop@corporatemedicalservices.com



COMPANY TYPE:     SMALL COMPANY     OWNER-OPERATOR

<b>Company</b>	
<b>Street Address</b>	
<b>City, ST Zip Code</b>	
<b>Mailing Address</b> <i>(If Different)</i>	
<b>City, ST Zip Code</b>	

**Contact and Reporting Information**

<b>Reporting Method</b>	<input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> Email <i>(Choose One)</i>
<b>Primary Contact</b>	
<b>2<sup>nd</sup> Contact</b>	
<b>Telephone</b>	(    )
<b>Fax</b>	(    )
<b>Cell Phone</b>	(    )
<b>Email Address</b>	
<b>Email Password</b> <i>(6 -10 characters)</i>	<small>(This is the password you would like to use to open drug screen results if you choose to have them emailed to you)</small>

**START-UP DRIVER LIST**

<b># of Covered Employees</b>	
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	Last Name	First Name	Social Security Number
1			
2			
3			
4			
5			
6			
7			
8			

*If necessary, after completing the application information, photocopy this page to add additional drivers.*

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<b>Mail pages 2 &amp; 3 &amp; Check for:</b>	
<b>*Small Company Set-Up Fee</b> (page 4)	\$ _____
<b>*Or Owner-Operator Fee</b> (Page 4)	\$ _____
<b>CMS/dotstop</b> <b>5490 Dayton Blvd</b> <b>Chattanooga, TN 37415</b>	



## ARTICLES OF AGREEMENT

CMS/dotstop (hereafter called "Provider") and \_\_\_\_\_ (hereafter called the "Company" and designated as an "Owner - Operator" or "Small Company" where this agreement is interpreted differently as indicated in the preceding Application "Company Type") agree to the following Articles:

1. Provider will assist the Company in management of its Pre-Employment, Random and Post-Accident drug screening and alcohol misuse testing in accordance with 49 CFR Part 382.
2. Provider will provide the following services as required by Federal Regulations 49 CFR Part 382 and guidelines in 40 CFR Part 40: Pre-printed Chain of Custody and Control Forms; cost of the transportation to, drug testing by, and direct electronic reporting from a SAMHSA certified laboratory to the MRO.
3. Provider will provide test results to the Company by U.S. mail, confidential fax, or password protected email.
4. Provider will insure Alcohol misuse tests are provided in accordance with 49 CFR Part 382.
5. Provider will maintain all drug screen and alcohol misuse testing results as required by Federal Regulations.
6. Provider will be responsible for maintaining a Random Testing program in accordance with the Federal Regulation as published by the Federal Motor Carrier Safety Association. This would include maintaining an accurate consortium of drivers available for selection for drug screening and/or alcohol misuse testing as defined in 49 CFR 382.305.
7. Provider agrees to indemnify and hold harmless the Company for any of the following reasons: errors and omissions, negligence on the part of the Provider, or actions by the Provider not in accordance with the Federal Regulations.
8. Company agrees to hold Provider harmless for reasons: negligence of the Company; Company actions that are not in accordance with the Federal Regulations.
9. Company accepts full responsibility of participating in the consortium in a manner which is compliant with the Code of Federal Regulations, 49 CFR Part 382.

<p>10. The <b>Owner-Operator</b> agrees that when notified he/she will immediately present himself/herself to the clinic for testing. If the Owner - Operator does not comply, this agreement will be immediately terminated.</p>	<p>The <b>Small Companies</b> agree that when the Designated Employee Representative ("DER") of the Company is notified, the Company will have up to ten (10) days to have any required screens preformed. Companies with screens not preformed within ten (10) days will be terminated from the consortium. When the DER notifies the selected driver, that driver must proceed immediately to the collection facility.</p>
<p>If the Owner-Operator or Small Company is terminated, upon review, the company may be reinstated by providing documentation of the reason leading to failure to comply with a request for random testing.</p>	

11. Company is responsible for payment for services not already detailed in this agreement including: drug screen collection and alcohol misuse testing.
12. Company agrees to notify Provider immediately of any changes in drivers included in the program, business status, address, telephone numbers, etc.

<p>13. The <b>Owner-Operator</b> will be terminated from the consortium upon notification to the Owner-Operator of an MRO reviewed positive drug screen or notification from a Breath Alcohol Technician (BAT) or Saliva Alcohol Technician (SAT) with a confirmation test result with a concentration of 0.004 or greater.</p>	<p><b>Small Company's</b> DER will be notified of an MRO reviewed positive drug screen or notification from a Breath Alcohol Technician (BAT) or Saliva Alcohol Technician (SAT) with a confirmation test result with a concentration of 0.004 or greater.</p>
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14. Tennessee law will govern this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.
15. This agreement is binding on both parties until it is terminated by written notice by either party, the expiration of the term of this agreement, or non-compliance for Owner-Operators as outlined in Articles 10, 12 or 13 or a Small Company as outlined in Articles 10 & 12.

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

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_



## How to figure your Set-up Fee

### Small Company

#### First Year

Your Company				
	<b># of Drivers</b>	<b>First Driver included in Company Membership Fee</b>	<b>X \$30.00</b>	<b>+ \$165.00</b>
Sample Co. A	20	(20 -1) = 19	\$ 570.00	\$ 735.00
Sample Co. B	8	( 8 -1) = 7	\$ 210.00	\$ 375.00
Sample Co. C	1	( 1 -1) = 0	\$ 0.00	\$ 165.00
<b>Your Company Set-Up Fee</b>		( -1) =		
	<i>Number of drivers in your company</i>	<i>To meet DOT standards 1/2 of the drivers in the consortium should be tested to be compliant. Your share would be at the same rate.</i>	<i>This is your company's share of the cost of the consortium's drug and alcohol screens.</i>	<i>This fee is for the administrative expenses of the consortium.</i>

#### All Other Years

Your Company				
	<b># of Drivers</b>	<b>First Driver included in Company Membership Fee</b>	<b>X \$30.00</b>	<b>+ \$125.00</b>
Sample Co. A	20	(20 -1) = 19	\$ 570.00	\$ 695.00
Sample Co. B	8	( 8 -1) = 7	\$ 210.00	\$ 335.00
Sample Co. C	1	( 1 -1) = 0	\$ 0.00	\$ 125.00
<b>Your Company Set-Up Fee</b>		( -1) =		
	<i>Number of drivers in your company</i>	<i>To meet DOT standards 1/2 of the drivers in the consortium should be tested to be compliant. Your share would be at the same rate.</i>	<i>This is your company's share of the cost of the consortium's drug and alcohol screens.</i>	<i>This fee is for the administrative expenses of the consortium.</i>

#### Small Company Available Services - Drug Screen Kits

	Cost	QTY	TOTAL
Pre-Employment	\$40.00		\$
Post-Accident (Cab Packs)	\$20.00		\$
<b>TOTAL from SET-Up Fee</b>			\$
<b>Small Company Set-Up Total</b>			\$

### Owner-Operator

First Year	\$165.00
All Other Years	\$125.00

**CMS/dotstop is responsible for the drug screen only.**  
 The company must pay the collector or clinic for the drug screen collection and/or breath alcohol screen.

**NO COMPANY IS ACTIVE UNTIL ALL FEES ARE PAID.**