

Consortium/Third Party Administrator Agreement

This agreement for consortium/third party administrator services (the “Agreement”) is entered between Mary Rutan Occupational Medicine (“MROM”) and _____ (“Employer/Contractor”).

Section 1: MROM’ Responsibilities and Services

1. MROM provides consortium/third party administrator services to employers or individual owners/drivers, including arranging for a certified drug testing laboratory and a medical review officer, who require Department of Transportation or Drug Free Safety drug and alcohol testing (the “Services”), or hold company policies that require random testing.
2. The Services will be provided in accordance with the regulations and stipulations found in CFR Parts 40 and 382 as pertains to your type of business.
3. Mary Rutan Occupation Medicine will administer the Services as a consortium. Employer/Contractor has the option of either participating in an established consortium or of creating its own consortium. Please select which consortium option you desire:
_____ An established consortium;
_____ Create new consortium (only available if you are an employer with enough employees to satisfy all federal regulations for random drug testing polls)
4. The specific Services provided include:
 - a. Random Database Management
 - b. Random Selection Program
 - c. Testing Arrangements
 - d. Statistical reporting

Added services may include, at an additional fee:

 - e. Pre employment testing
 - f. Post-accident testing
 - g. Reasonable suspicion testing
 - h. Return to duty and follow up testing
 - i. Physical exams for DOT

Section 2: Employer/Contractor Responsibilities

1. MROM provides the Services, but responsibility for compliance with all federal and state regulations remains with the Employer/Contractor.
2. To comply with the requirements for alcohol and controlled substances testing programs, the Employer/Contractor will follow MROM’s consortium/third party administrator

program policies and procedures attached hereto and incorporated herein as Attachment B and will comply with all elements of this Agreement and with all applicable provisions of federal and state regulations.

Section 3: Payment

1. Employer/Contractor will pay to MROM the fees set out in the attached Fee Schedule (“Attachment A”). Payment is due thirty (30) days from the date of the invoice. Checks should be mailed to Mary Rutan Occupational Medicine, PO Box 951434, Cleveland, Ohio 44193-0016.
2. Employer/Contractor shall receive 3 month’s written notice of any price increases to services provided by MROM under this Agreement.

Section 4: Collection Protocols

1. The collection site for all specimen collection shall be at MROM located at 1134 N. Main St., Suite 2100, Bellefontaine, Ohio 43311. We can locate mobile services at other locations subject to availability and those fees will vary.
2. Employer/Contractor shall timely provide MROM the name of each employee subject to drug and alcohol testing pursuant to this Agreement. MROM and Employer/Contractor shall work together to assign an identifying number for each employee. Employer/Contractor shall also timely notify MROM when an employee is terminated or otherwise no longer subject to drug testing under this Agreement.
3. Each employee/driver who is enrolled into the consortium shall have a negative pre-employment drug test on file. If a negative pre-employment drug test is not on file, one must be conducted and the results must be negative prior to the driver’s inclusion in the consortium.
4. Each quarter, MROM shall provide you a form titled “Add and Delete Form” that will contain a list of active employees in the consortium based on the prior quarter. You must return this form by **email** within the allotted time frame with any modifications or that there are no changes. Once your company and all companies in the consortium have responded, separate random lists will be selected by MROM for drug and alcohol testing. You will be notified of the employees for your company that were selected or you will be notified that the selections were made but none of your employees were selected. Please keep this documentation on file.

Section 5: Term and Termination

This Agreement is effective for 1 calendar year, commencing on the date last set forth below and ending on December 31 of that same calendar year. This Agreement will renew under identical terms for consecutive additional terms of 1 calendar year each, unless otherwise notified by MROM. Either party may terminate this Agreement at any time by providing the other party with

30 days written notice. This Agreement shall automatically terminate for Company's failure to make payment within 10 days of services rendered.

Employer/Contractor has read this Agreement and hereby agrees to same.

Company Name: _____

Address: _____

Designated Employer Representative (DER): _____

Phone: _____

Email (in which communications will be received): _____

DER Signature _____

Date: _____

Please return completed Consortium Agreement to:

Fax: (937) 592-0207, or

Email: katie.borges@maryrutan.org and abby.bodenmiller@maryrutan.org

Attachment 1 to Consortium Agreement

Current 2023 Pricing

Annual Consortium Fee	\$75.00 (yearly)
Breath Alcohol Testing	\$30.00
Drug Screens	
Department of Transportation	\$60
10+2, 5+2	\$60
Rapid 10 Testing	\$55
Rapid 9 Testing	\$65
On Site Testing Fee	\$85/hour

Attachment 2 to Consortium Agreement

Policies and Procedures

1. A negative pre-employment drug screen must be on file in order for an employee to be added to the Add and Delete Form.
2. Add and Delete Forms must include all employees who are eligible for testing. If the company has non-DOT employees, they may not be included in the DOT list, as this dilutes the DOT-mandated rates. DOT-mandated rates are set annually by the U.S. Department of Transportation.
3. Add and Delete Forms must be returned to the Consortium/Third Party Administrator, by email, within fourteen (14) days of receipt.
4. A computer generate randomization program will select all individuals for testing.
5. Employers will be notified of selected employees by email once the random selection takes place.
6. For those who follow a quarterly schedule, employees who are selected for random testing must have their testing completed by the following dates:
 - a. 1st Quarter – February 15th
 - b. 2nd Quarter – May 15th
 - c. 3rd Quarter – August 15th
 - d. 4th Quarter – November 15th
7. Three (3) attempts will be made to contact the employer (phone or email) in regards to noncompliance (e.g. outstanding eligibility lists or outstanding testing). After three (3) attempts of unsuccessful contact, the contract will be terminated and the client will be reported to the particular transportation mode's operating administration.
8. Drug and/or Alcohol Test results will be released by email only to the Designated Employer Representative (DER) listed on this Agreement.
9. MIS Data Collection Sheet will be sent via email by January 31st for any Department of Transportation Company.