
CENTRAL MEDICAL REVIEW (CMR) SERVICES AGREEMENT

This Agreement is entered into between Central Medical Review (CMR) and _____ (Employer-Client) for services as a consortium/third party administrator (C/TPA) for drug and alcohol testing in accordance with U.S. Department of Transportation and other governmental agency regulations. This agreement does not apply to self-employed drivers.

CMR will abide by regulations set by the U.S. Department of Transportation and other governmental agencies, whether or not expressly specified in this Agreement. As regulations are amended, CMR will comply with the new regulations as a C/TPA. Services provided by CMR, by themselves, do not constitute compliance with all necessary regulations required of Employer-Client or other service agents.

1.0 C/TPA SERVICES PROVIDED

1.1. Maintenance of Records: CMR will receive and maintain records for Employer-Client concerning drug testing programs, including positive and negative test results, refusals to submit to testing, chain of custody forms, and random testing pool records. If provided by Employer-Client, CMR will maintain records for alcohol testing, including breath alcohol test results, alcohol screening device results, refusals to submit to testing, and CMR will maintain records for drug and alcohol testing through other programs not overseen by CMR.

CMR will provide records and information maintained by CMR to Employer-Client within two business days of a request by a government agency representative to Employer-Client.

CMR will provide Employer-Client with statistical information on an annual basis for the calendar year ending December 31; such statistical information will be provided by March 15 of the following year.

1.2. Collection Services: CMR will provide for collection services for urine drug testing and breath/saliva alcohol testing at **Occupational Health Services, Lodi ONLY**. In emergency situations, CMR will make a reasonable effort to locate alternative collection sites for Employer-Client. However, Employer-Client has the responsibility to assure that collection sites are available for any situation or location where Employer-Client's employees require drug testing. If an outside collection facility is used, the Employer-Client must pay the collection facility cost for the collection. Extra charges may be incurred if the collection site bills CMR for the collection.

CMR reserves the right to not render C/TPA services for specimens collected at facilities where procedures are not in compliance with government regulations or where collection procedures are deemed by CMR to be improper.

1.3. Laboratory Services: CMR will arrange laboratory services for drug and alcohol testing by laboratories that are certified under the National Laboratory Certification Program through the U.S. Department of Health and Human Services. Laboratories that are utilized must comply with government requirements for drug and alcohol testing.

CMR reserves the right to utilize different drug testing laboratories at any time, provided the new laboratory facility satisfies the required government certification, complies with government testing procedures, and provides quality customer service.

Central Medical Review

840 S. Fairmont Ave.
Suite 9
Lodi, CA 95240
memberships@cmrtesting.com

(209)-333-1751
FAX 333-2868

www.cmrtesting.com

1.4. Medical Review Services: CMR will arrange for medical review services by Medical Review Officers (MRO). Any MRO utilized by CMR will be required to be properly licensed and credentialed, be knowledgeable about controlled substance issues, receive qualification training in drug testing procedures, and participate in continuing education relevant to MRO functions as required by government regulations.

The MRO will report drug test results directly to Employer-Client's Designated Employer Representative (DER) and to CMR as the designated C/TPA. In compliance with government regulations, the MRO will provide alcohol and drug test reports upon receipt and verification of appropriate chain of custody forms from collection sites and testing laboratories. CMR and MRO will report positive tests or refusals to the FMCSA Clearinghouse for Drug and Alcohol

1.5. Random Testing Services: CMR will maintain a list of covered employees, under the Department of Transportation for drug and alcohol testing, submitted by Employer-Client grouped together in the employee pool. Each quarter, CMR will utilize a scientifically valid and computer generated random selection process to identify employees from the pool for random drug and alcohol testing. The number of employees selected for random testing will be in accordance with the then-applicable minimum required rate of testing established by the U.S. Department of Transportation, including a deviation to assure a margin for error.

1.6. Employer-Client will inform CMR promptly of any additions or deletions to the list of covered employees that are subject to random drug or alcohol testing. Notification to CMR must be in writing with an authorized and identifiable signature, or online at CmrTesting.com. New employees who have passed pre-employment drug or alcohol testing will not be added to the random testing pool without a specific, signed notice to do so. If Employer-Client makes changes to an employee's status as a covered employee after the employee has been selected for random testing, CMR may charge a service fee for making corrections to employee pool lists.

1.7. Notification of driver selected for testing: MRO will select drivers to be tested by mathematically random methods consistent with regulation. When an employee is selected for testing, CMR will send a notice of that selection to the Employer-Client by US Mail, signed receipt, or similar courier service. The notice will include a date by which the test must be performed, usually 72 hours, sometimes longer.

2.0 EMPLOYER-CLIENT RESPONSIBILITIES

2.1. Employer-Client will inform CMR of one or more persons identified as designated employer representative (DER) to receive drug and alcohol test results and information. CMR will only release drug testing results and information to the DER or Alternate DER(s) and to no other person. Employer-Client must provide contact information so that a DER can be reached at any time. Employer-Client will notify CMR immediately of any change of identification and contact information or other means of notification to a DER. If no DER can be provided, no random list can be sent; the covered employees who may be selected for testing will be notified by mail or telephone and must, upon knowledge of testing to be performed, proceed directly to a collection and testing site.

2.2. Employer-client is responsible to inform the selected employees to be random tested at the time the employee is available to proceed immediately and directly to a urine collection or breath alcohol-testing site. Employer-Client must assure that the employee is given sufficient time to remain at the collection site for up to three hours to provide an acceptable specimen. This will generally be no longer than 72 hours of receipt of the notice. For larger companies with a firewall between management and drivers, custom notification may be arranged.

2.3. Employer-Client will pay for additional drug or alcohol testing which, in the sole opinion of the MRO, is necessary to make a valid test evaluation or if an employee requests testing of a split specimen.

Central Medical Review

840 S. Fairmont Ave.
Suite 9
Lodi, CA 95240
memberships@cmrtesting.com

(209)-333-1751
FAX 333-2868

www.cmrtesting.com

2.4. Employer-Client is responsible to inform collection sites the reason for testing, whether pre-employment, random, post-accident, etc. Employer-Client or the collection site will bear responsibility for any errors in designating the reason for each drug or alcohol testing. Employer-Client will be responsible for fees and costs incurred in correcting such information and records incurred by CMR.

2.5. Employer-Client must comply with all government regulations required for drug and alcohol testing. All Employer-Clients, as members of the consortium, must comply with government regulations or all members of the consortium may be considered not in compliance with government regulations. Employer-Client shall register with the FMCSA Clearinghouse and designate CMR as their Service Agent.

2.6. CMR will terminate this Agreement or C/TPA services to Employer-Client upon Employer-Client's failure to comply with government regulations or failure to comply with the terms of this Agreement, including but not limited to the following reasons:

- a. Employer-Client, who is a company owner and is also a covered employee, refuses drug or alcohol testing, fails to immediately submit to testing upon notification, or submits a substituted specimen for testing.
- b. Employer-Client fails to timely notify and send selected employees for drug or alcohol testing.
- c. Employer-Client fails to provide CMR with current information to contact the DER at any and all times.
- d. Employer-Client fails to pay for services rendered by CMR after 90 days from the date of the billing invoice.

2.5. Employer-Client agrees to make timely payments to CMR for services rendered and Employer-Client's failure to make payment for services beyond 90 days from the date of the billing invoice will result in suspension and/or termination of CMR's services as a C/TPA. Employer-Client's payment checks that are not honored upon initial cashing and presentation to Employer-Client's bank will be resubmitted and Employer-Client will incur a resubmission fee in the amount of \$25.00 in addition to any bank service charges. Should Employer-Client's participation in CMR's consortium be suspended, CMR will cease rendering services until Employer-Client's account is paid in full.

2.6. Employer-Client's participation in random drug-alcohol testing requires compliance for the entire calendar year. Should CMR, at its sole determination and discretion, or should government regulators determine compliance by Employer-Client for any portion of the calendar year is deficient, Employer-Client's enrollment in the consortium for drug-alcohol testing may be rendered void.

2.7. Employer-Client shall indemnify, defend, and hold harmless CMR, its employees, agents, representatives, and contractors for all claims, demands, losses, damages, costs, expenses and attorney fees that CMR may incur as a result of any conduct in the operation of this drug and alcohol testing consortium program for Employer-Client, with the exception of CMR's own violation of government regulations.

3.0 SERVICES NOT OFFERED BY CMR

3.1. Preparation, review, or evaluation of policies for drug and alcohol testing is not included in this program, but consultation on such projects is available as a separate service.

Central Medical Review

840 S. Fairmont Ave.
Suite 9
Lodi, CA 95240
memberships@cmrtesting.com

(209)-333-1751
FAX 333-2868

www.cmrtesting.com

3.2. CMR makes no representation and does not warrant that Employer-Client is in compliance with required government regulations as an employer-participant in drug and alcohol testing programs.

3.3. CMR undertakes no responsibility to provide Employer-Client with legal advice or legal information concerning new and amended regulations, rulings, or guidelines issued by government agencies in connection with drug and alcohol testing.

4.0 FEES AND CHARGES BY CMR

4.1. Employer-Client agrees to pay fees and charges for services rendered by CMR as a C/TPA in accordance with the following fee schedule:

Annual service charge, per company	\$65
Random testing, per year, per employee enrolled	\$70
Single drug test	\$55
Random Alcohol Test at facilities other than Occupational Health Services, Lodi	Client arrange with BAT
Duplicate billing, agreements, or statistical reports	\$20 per page
Additional testing per MRO or employee (d,l isomer, split)	Cost plus \$25
Third Party notification of results (CMR "Registry")	\$20 per year per carrier
Collection at facilities other than Occupational Health Services, Lodi	Client pays collection site at time of service.

Fees and charges by CMR are subject to change at the discretion of CMR at any time without prior notice.

MRO: Ben G. Watson MD



Title: Medical Review Officer
Date: October 3, 2019

Central Medical Review

840 S. Fairmont Ave.
(209)-333-1751
Suite 9
FAX 333-2868
Lodi, CA 95240
memberships@cmrtesting.com
www.cmrtesting.com

Annual service charge, per company	\$65
Random testing, per year, per employee enrolled	\$70
Single drug test	\$55
Random Alcohol Test at facilities other than Occupational Health Services, Lodi	Client arrange with BAT
Duplicate billing, agreements, or statistical reports	\$20 per page
Additional testing per MRO or employee (d,l isomer, split)	Cost plus \$25
Third Party notification of results (CMR "Registry")	\$20 per year per carrier
Collection at facilities other than Occupational Health Services, Lodi	Client pays collection site at time of service.

Fees and charges by CMR are subject to change at the discretion of CMR at any time without prior notice.

I agree and consent to the terms of this agreement

Company name: _____ USDOT number: _____

Signature: _____ Printed Name _____

Title: _____

Date: _____

KEEP THE ORIGINAL DOCUMENT (Pages 1-4 ABOVE) FOR YOUR RECORDS. RETURN ALL SIGNED ORIGINALS TO ABOVE ADDRESS.