

# INDUSTRIAL MEDICAL ASSOCIATES, P.C.

## SUBSTANCE ABUSE TESTING AGREEMENT

### IMA CONSORTIUM - 2011

**THIS AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, **2011** by and between **Industrial Medical Associates, P.C. (IMA)** whose address is 961 Canal Street, Syracuse, New York 13210 and

\_\_\_\_\_ whose address is

\_\_\_\_\_ **(Customer)**

#### **WHEREAS:**

##### **CUSTOMER**

- Shall develop a substance abuse policy in accordance with 49CFR Part 40,
- Shall train it's supervisors in compliance with federal regulations and maintain those documents
- Shall ensure that only employees that are required to be tested under Federal regulations are part of the employer pool. (DOT TESTS MUST BE COMPLETELY SEPARATE FROM NON-DOT TESTS IN ALL RESPECTS)
- Shall be responsible for updating employee lists to maintain an accurate reflection of the employer pool, and for updating designated employer representative (DER) and alternate to receive drug and alcohol test results. This DER should be available 24 hours to receive positive alcohol tests.
- Shall take all remedial actions required by the driver's employer under Federal Regulations, including but not limited to, removing and prohibiting that driver from performing safety-sensitive functions.
- Shall maintain the confidentiality of all results and records associated with alcohol and controlled substances testing in compliance with all local, state, and federal laws, ordinances and regulations, including but not limited to, the Federal Regulations. These files shall be secured separately from other personnel records.
- Shall cause its drivers to actually make themselves available for the performance of the controlled substances testing services and to comply with all of the instructions provided by IMA. IMA shall not have any obligation to perform or arrange for performance of the controlled substances testing services on or for any Driver that either fails to actually make himself or herself available for the performance of the controlled substances testing services or who fails to comply with all of the instructions provided by the Independent Contractor.
- Shall develop a uniform policy regarding dilute specimens
- Shall prepare annual calendar summary report as required by Federal Regulations
- Shall maintain documentation of reasoning for reasonable suspicion testing, and of reasoning for post-accident testing
- Shall maintain documents verifying a medical explanation for inability to provide adequate breath or urine for testing and of any drivers refusal to submit to a required drug or alcohol test
- Shall obtain drug and alcohol results from previous employers as required by Federal Regulations
- Shall maintain records pertaining to Substance Abuse Professionals (SAP) evaluation and compliance with such evaluations
- Shall maintain documentation of compliance with requirement to provide educational materials of substance abuse to the employees and statistical summary reports from the certified lab
- Shall select Drivers for pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up tests
- The DER shall assist the Medical Review Officer (MRO) to contact employees regarding test results and provide written documentation of that contact to the MRO

**IMA**

- Shall provide the selection of Drivers for random alcohol and controlled substance testing using the method and frequency prescribed by the Federal Regulations
- Shall provide a qualified collection site for drivers to provide drug and alcohol tests
- Collectors shall meet training as required by Part 40.33
- Breath Alcohol Technician (BAT) shall meet training as required by Part 40.213
- Shall perform controlled substance tests according to 49CFR Part 40 and breath alcohol tests according to 49CFR Part 40 utilizing an evidential breath alcohol testing device (EBT) approved by the DOT
- Shall provide screening and confirmation testing for controlled substances by a SAMSHA certified laboratory
- Review of controlled substance test results by a certified Medical Review Officer
- Communication to the DER meeting all requirements concerning confidentiality and timing
- Shall report information on refusals to test, shy bladder, insufficient amount of breath immediately to the DER
- Shall maintain copies of negative test results for one year and copies of positive tests, refusals to test, adulterated or substituted tests for five years
- Shall maintain breath alcohol calibrations, maintenance, inspection of EBT for two years
- Assistance in preparation of DOT required annual calendar summary report
- Shall arrange for the preparation of DOT required laboratory statistical reports
- Shall notify the DOT of serious non-compliance that as a matter of policy, the DOT views as appropriate grounds for starting a PIE proceeding

**NOW THEREFORE, IMA, for the initial term of January 1, 2011 through December 31, 2011, renewable annually with the timely submission of a company roster and payment of the annual consortia fees, shall provide the following Controlled Substance Testing and Related Services:**

**FEES:**

- **IMA** shall perform its obligations under this Agreement for the sums specified at the then current Consortium Pricing Package as per the attached **2011 DOT CONSORTIUM PRICING PACKAGE.**

**DEFAULT PROCEDURE:**

- If either party breaches any of its obligations under this Agreement, then the other party shall transmit a default notice specifying the nature of the default, and the defaulting party shall have 7 days from the date of the default notice to cure the default.

**TERMINATION OF AGREEMENT:**

- Either **IMA or Customer** may terminate this Agreement upon 30 days prior written notice to the other party or non-compliance with the default procedure.

**IN WITNESS WHEREOF, the undersigned have executed this Agreement.**

\_\_\_\_\_  
(CUSTOMER)

**Industrial Medical Associates, P.C.**

**BY:** \_\_\_\_\_

**BY:** **Timothy A. Christman**  
**Client Services**

**SIGNATURE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTACHMENT A**  
**FOR**  
\_\_\_\_\_**(Customer)**  
**CUSTOMER'S RESPONSIBILITIES PERTAINING**  
**TO DEPARTMENT OF TRANSPORTATION**  
**CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM**

1. **REMEDIAL ACTION AND REMOVAL FROM SAFETY-SENSITIVE FUNCTIONS:** When a driver tests positive for alcohol or a controlled substance, **Customer** shall take all remedial actions required by the Driver's employer under the Federal Regulations, including, but not limited to, removing and prohibiting that Driver from performing safety-sensitive functions.
2. **COMMUNICATION WITH MRO, BAT, AND SUBSTANCE ABUSE PROFESSIONAL:** **Customer** shall communicate directly with the MRO, or designated representative of the MRO, the BAT, and substance abuse professional regarding the Drivers' alcohol and controlled substances tests and all matters pertaining thereto.
3. **RECORD RETENTION:** **Customer** or Authorized Agent shall retain all records pertaining to alcohol and controlled substances testing required by the Federal Regulations.
4. **MAINTAINING CONFIDENTIALITY:** **Customer** shall maintain the confidentiality of all results and records associated with alcohol and controlled substances testing in compliance with all local, state, and federal laws, ordinances, and regulations, including, but not limited to, the Federal Regulations.
5. **DRIVER SELECTION:** **Customer** shall select Drivers for pre-employment tests, post-accident tests, reasonable suspicion tests, return-to-duty tests, and follow-up tests, as appropriate.
6. **DRIVER AVAILABILITY AND COMPLIANCE:** **Customer** shall cause its Drivers to actually make themselves available for the performance of the Controlled Substances Testing Services and to comply with all of the instructions provided by **IMA**. **IMA** shall not have any obligation to perform or arrange for performance of the Controlled Substances Testing Services on or for any Driver that either fails to actually make himself or herself available for the performance of the Controlled Substances Testing Services or who fails to comply with all of the instructions provided by the Independent Contractor.

\_\_\_\_\_  
**(CUSTOMER)**

**BY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_