

Federal DOT & Non-DOT Drug and Alcohol Testing Consortium- Contract (Revised 12/5/2023)

Compliance Services of Wisconsin Inc
PO BOX 397, East Troy, WI 53120 Phone: 262-684-5046
www.complianceserviceswi.com



Please provide the following contact information:

Business Name: _____ Mailing/ Invoice Address: _____

Primary Employer/ Program Representative Name: _____ Phone: _____ Email Required: _____

Other Employer/ Program Contact Name: _____ Phone: _____ Email Required: _____

Billing Contact Name: _____ Phone: _____ Email Required: _____

Preference for emailing collections results (circle one) Yes or No Preference for emailing invoices (circle one) Yes or No

C/ TPA Provider: Compliance Services of Wisconsin Inc

A complete driver list of names, birthdates and driver's license #'s/ state of issue will be required to create your random draws each quarter. Please provide a copy of this information with your updated/ signed contract. Compliance Services, Inc. agrees to provide services to the above Employer as set forth by the Federal Highway Administration in 49 CFR Part 40/382.

The Employer agrees to pay Compliance Services, Inc. the following compensation for the designated services: *Please refer to fee schedule with annual invoice provided.*

Terms of Annual Contract Agreement:

1. Employer agrees to comply with 49CFR part 40. While you can hire various service agents to collect specimens (C/ TPA), conduct laboratory analyses, medically review lab results and determine test outcomes; you cannot delegate your responsibility to comply with all applicable requirements and procedures of [49 CFR Part 40](#) and [Part 382](#). This means that you the employer are responsible for all actions of your employees, representatives, and agents (including service agents) in carrying out the requirements and documentation of the DOT agency regulations. Those that choose other regulated programs and Non-DOT programs are also solely responsible.
2. Employer agrees to provide timely pre-hire, post-accident and driver removal information to C/ TPA per DOT regulations. Compliance Services will coach employers on compliance expectations. Employers who repeatedly violate regulatory rules or policy despite our coaching efforts will be removed from the consortium by compliance services in writing with a 30-day notice.
3. The term of this agreement will be for a period of one (1) year and will automatically renew every twelve months, unless either party gives at least thirty (30) days written notice prior to the end of the contract term. This contract is governed by the laws of the state of Wisconsin. The annual fee will be billed each year during the month of December and due within (30) days of receipt of the invoice.
4. Pricing is subject to change should Federal regulation or clinic costs impact the services identified herein. Compliance Services of Wisconsin Inc. reserves the right to change prices during the twelve (12) month period or years after with existing contract without prior written notification. We will provide our fee schedule during annual renewal invoicing. Please note that we pay your direct clinic charge, lab processing, MRO fees for specified collection services.
5. The per collection charges and fees will be billed following the delivery of the service and will be due within (15) days of date of the invoice. Any clinic charges in excess of fee schedule will be changed back to the employer/ owner-operator.
6. Terms are Net 15, and strictly enforced. Failure to adhere to terms, will result in removal from Consortium. A \$10 per month late fee with be charged for payments exceeding Net15. Credit cards are accepted. A fee will be charged at 6% per transaction. Transactions will be noted as Compliance Services of WI Inc using QuickBooks or Square.
7. Expert testimony will be charged to the Employer at the rate established by the Laboratory and MRO when applicable.
8. FMCSA Clearinghouse services are not included in this agreement. A separate cost and clearinghouse services agreement is required if you delegate compliance services to conduct these annual compliance tasks (i.e., Annual Check, RTD Notice). Owner/ Operator is responsible for registering with the clearinghouse and appointment Compliance Services of Wisconsin Inc as your admin/ CTPA in the FMCSA clearing house tool: <https://clearinghouse.fmcsa.dot.gov>

Accepted terms and signed by:

_____ Date: _____
(Employer Representative)

_____ Date: _____
(Compliance Services, Inc. Representative)

CS Account #- Internal Use Only

