

FMCSA CONSORTIUM POOL AGREEMENT

THIS AGREEMENT IS MADE ON _____ DAY OF _____ , _____
BETWEEN KRUSE EMPLOYER SERVICES, LLC ("KES") AND
_____, ("EMPLOYER"),
COMPANY DOT # _____

AGREEMENT

IN CONSIDERATION FOR PAYMENT RECEIVED (2023 RATE IS \$140 PER DRIVER PER CALENDAR YEAR), KES AGREES TO PROVIDE SERVICES TO ASSIST IN FMCSA CONSORTIUM RANDOM TESTING, PER DEPARTMENT OF TRANSPORTATION (DOT) REGULATIONS. SAID TESTING WILL BE CONDUCTED AT A MINIMUM RATE OF 50% OF ENROLLED CONSORTIUM MEMBERS FOR DRUG TESTING AND 10% OF ENROLLED CONSORTIUM MEMBERS FOR ALCOHOL TESTING (OR CURRENT REGULATED DOT RATES, IF DOT REGULATIONS CHANGE AFTER EMPLOYER ENROLLMENT). PLEASE NOTE THAT ANY CHANGES IN DOT REGULATIONS MAY AFFECT CONSORTIUM CHARGES FOR CURRENT OR FUTURE YEARS.

EMPLOYER AGREES TO PROMPTLY REQUEST CHOSEN EMPLOYEES TO REPORT FOR TESTING IF EMPLOYER RECEIVES NOTIFICATION OF EMPLOYEE SELECTION FOR DRUG AND/OR ALCOHOL TESTING. EMPLOYEES SHOULD BE GIVEN THEIR NOTICE TO PROMPTLY REPORT FOR TESTING DIRECTLY BEFORE, AFTER, OR DURING SAFETY-SENSITIVE FUNCTIONS (E.G., DRIVING REGULATED VEHICLE). EMPLOYER UNDERSTANDS THAT NON-COMPLIANCE IN REQUIRING EMPLOYEES TO REPORT FOR DRUG/ALCOHOL TESTING WHEN CHOSEN MAY RESULT IN REMOVAL FROM THE CONSORTIUM AND DOT REPORTING OF NON-COMPLIANCE.

EMPLOYER AGREES THAT CHARGES INCURRED FOR RANDOM DRUG/ALCOHOL TESTING CONDUCTED THROUGH APPROVED TESTING SITES WILL BE INCLUDED IN PAYMENT RECEIVED BY KES. ANY COSTS INCURRED FOR TESTING CONDUCTED AT AN UNAPPROVED FACILITY WILL BE THE RESPONSIBILITY OF THE EMPLOYER. EMPLOYER AGREES TO PROVIDE DRUG/ALCOHOL RESULTS TO KES WITHIN SEVEN (7) DAYS OF RECEIPT FROM TESTING FACILITY VIA E-MAIL (PREFERRED) OR BY MAIL.

EMPLOYER AGREES TO PROVIDE EVIDENCE OF PRE-EMPLOYMENT DOT DRUG TESTING OR PROOF OF EMPLOYEE'S CONTINUOUS ENROLLMENT IN A DOT-COMPLIANT CONSORTIUM FOR THE PREVIOUS 12-MONTH PERIOD OCCURRING DIRECTLY BEFORE ENROLLMENT INTO KES'S CONSORTIUM. UPON RECEIPT OF SAID RESULTS AND DRIVER ADD/DELETE FORM, KES AGREES TO ENROLL NEW EMPLOYEE INTO ITS RANDOM CONSORTIUM POOL.

EMPLOYER AGREES TO ALLOW ALL DRUG/ALCOHOL TESTING FACILITIES USED FOR THE PURPOSES OF RANDOM CONSORTIUM TESTING TO SUPPLY DRUG/ALCOHOL TEST RESULTS TO KES FOR PURPOSES OF RECORD-KEEPING AND REPORTING OF COMPLIANCE STATISTICS.

EMPLOYER AGREES TO PROMPTLY REPORT ANY CHANGES IN DRIVERS (ADDITIONS OR DELETIONS) ON THE FORM PROVIDED FOR SUCH CHANGES. DRIVERS MUST BE ENROLLED IN CONSORTIUM SERVICES PRIOR TO BEING GIVEN ANY SAFETY-SENSITIVE DUTIES, INCLUDING DRIVING OR INSPECTING OF VEHICLES. THIS IS AN IMPORTANT ELEMENT OF CONSORTIUM ENROLLMENT, AS IT IS NOT ONLY REQUIRED BY THE DOT, IT ALLOWS YOUR DRIVER TO BE INCLUDED IN RANDOM TESTING DIRECTLY UPON HIRE, THEREBY HELPING KEEP THE ROADS AND YOUR COMPANY SAFER FROM ILLICIT DRIVER BEHAVIOR. EMPLOYER ALSO AGREES TO UPDATE KES WITH ANY DER CHANGES BY SUBMITTING THE DER UPDATE FORM.

EMPLOYER AGREES THAT PRINCIPAL FORM OF COMMUNICATION BETWEEN KES AND EMPLOYER WILL BE THROUGH E-MAIL, WHICH WILL BE SENT SECURELY BY KES IF PRIVATE EMPLOYEE INFORMATION IS INCLUDED IN THE CORRESPONDENCE SENT. EMPLOYER AGREES TO PROVIDE KES WITH ANY EMAIL UPDATES WHENEVER CHANGES ARE MADE BY EMPLOYER.

EMPLOYER AGREES TO HOLD HARMLESS AND INDEMNIFY KES FROM ANY DEMAND, CLAIM, LOSS, OR EXPENSE (INCLUDING ATTORNEY'S FEES) OR DAMAGE ARISING FROM OR ASSERTED BY ANY PERSON, SOURCE, OR ENTITY IN ANY WAY RELATING TO KES PERFORMANCE OF SERVICES HEREIN DESCRIBED, WHETHER SEEN OR UNFORESEEN, WHICH MAY NOW OR HEREAFTER, EXCEPT WHEN CAUSED BY NEGLIGENCE OR INTENTIONAL MISCONDUCT BY KES EMPLOYEES OR PROFESSIONAL STAFF.

TERM OF AGREEMENT

THIS AGREEMENT SHALL COMMENCE ON _____ AND WILL TERMINATE DECEMBER 31, 2023, UNLESS TERMINATED BY EITHER PARTY, FOR ANY REASON, WITH 30-DAY ADVANCE WRITTEN NOTICE. ANNUAL RENEWAL WILL OCCUR, PROVIDING EMPLOYER HAS SUBMITTED A SIGNED RENEWAL FORM AND HAS PAID ANY RELEVANT ANNUAL FEES FOR THE UPCOMING YEAR.

KRUSE EMPLOYER SERVICES

COMPANY NAME _____

BY: SONNEMARIE KRUSE

BY (PRINT NAME): _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: MANAGER

TITLE: _____

DESIGNATED EMPLOYER REPRESENTATIVE (DER) FORM

EMPLOYER NAME: _____

EMPLOYER ADDRESS: _____

EMPLOYER PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

THE FOLLOWING PEOPLE ARE AUTHORIZED TO RECEIVE VERBAL AND/OR
WRITTEN CONFIDENTIAL RESULTS AND OTHER NOTICES FOR EMPLOYER:

DER # 1: _____ TITLE: _____

PHONE: _____ EMAIL: _____

DER # 2: _____ TITLE: _____

PHONE: _____ EMAIL: _____

DER # 3: _____ TITLE: _____

PHONE: _____ EMAIL: _____

EMPLOYER REPRESENTATIVE AUTHORIZING RELEASE OF INFORMATION:

PRINTED NAME: _____

TITLE: _____ DATE: _____

SIGNATURE: _____

SIGNATURE OF KES REPRESENTATIVE: _____

PRINTED NAME OF KES REPRESENTATIVE: _____

DRIVER ENROLLMENT FORM

Date: _____

Company Name: _____

Company contact: _____

Company DOT #: _____

Phone number: _____ Email: _____

DRIVERS TO BE ENROLLED

[illegible]

I am requesting Kruse Employer Services, LLC, conduct the annual limited query required by the FMCSA Clearinghouse. **I understand I must provide authorization for such activity and purchase all query packages through <https://clearinghouse.fmcsa.dot.gov/> prior to the performance of the query.** I also agree that I have received authorization from each driver to allow Kruse Employer Services, LLC to conduct queries through the FMCSA Clearinghouse. I understand queries will not be conducted if query packages are not credited to my employer account at the time queries are attempted and I will then be responsible for conducting my own driver queries.

Company Name: _____

Driver(s) to be included in FMCSA Clearinghouse annual limited query conducted by Kruse Employer Services, LLC:

[illegible]