

SAP-DOT Return To Duty Process Independent Contract Agreement

Marie Holliday, MS, MAC, CEAP, SAP
"DOT" Qualified Substance Abuse Professional
135 Ignico Drive
Warner Robins, Georgia 31093
(770) 853-6177
marie.h265710@gmail.com

PARTIES

This Independent Contract Agreement (hereinafter referred to as the "Agreement") is entered into on _____ (**effective date**) by and between _____, With an address of _____ (hereinafter referred to as the "**Client**") and **Marie Holliday, "DOT" Qualified Substance Abuse Professional** with an address of 135 Ignico Drive Warner Robins, Georgia 31093 hereinafter referred to as the "**Contractor**" (collectively referred to as the "Parties").

GENERAL

The client agrees that the Contractor possesses the relevant experience, necessary qualifications and abilities to provide SAP- DOT Return To Duty services to Client.

SERVICES

The Contractor will provide the following services to the client as listed.

Contractor To provide a comprehensive assessment and clinical evaluation of a client who has violated the DOT drug and alcohol testing regulation, to determine what level of assistance the client needs in resolving problems associated with alcohol use or prohibited drug use.

Client Signature

Date

Contractor Signature

Date

The assessment and evaluation will be performed face-to face in person to the client by the Contractor this includes the initial assessment and evaluation and follow up evaluation (both appointments).

After the initial assessment and clinical evaluation, the Contractor will recommend a course of education and/or treatment, with which the client must demonstrate successful compliance prior to returning to DOT safety-sensitive duty.

A Treatment recommendation will be provided to the client by the Contractor, the recommendation can include but are not limited to in-patient treatment, partial in-patient treatment, outpatient treatment, education programs, aftercare. Education recommendations can include but are not limited to drug and alcohol education courses, self help groups and community lectures.

Upon the Contractor's determination of the best recommendation for assistance, the Contractor will serve as a referral source to assist the client entry into an acceptable program.

Prior to the client's return to safety-sensitive duties, the Contractor will provide the next appointment for a scheduled in person face-to-face follow-up evaluation with the client, to determine if the client has demonstrated successful compliance with the recommendations of the initial evaluation.

The contractor will also develop and direct a follow up testing plan for the client returning to work following **successful compliance** with recommendations of the initial evaluation. The follow up testing requirement is in addition to tests accomplished through the employer's random testing program.

Client Signature

Date

Contractor Signature

Date

The Contractor will provide a copy of client **Successful Compliance Letter** to (DER) Designated Employee Representative and/or **C/TPA** (Consortium/Third-Party Administrator), a copy will also be provided to the client.

The Contractor will provide a copy of client **Non-Successful Compliance Letter** to (DER) Designated Employee Representative and/or **C/TPA** (Consortium/Third-Party Administrator), a copy will also be provided to the client.

The Contractor will close the case file of the client, In the event the client is a **No Show and/or No call** for a scheduled appointment. The contractor will close the case file within **24 hours** and a Non Compliance letter will be mailed to you, a Non Compliance letter will be submitted to the Designated Employer Representative (**DER**) and/or (**C/TPA**) (Consortium/Third-Party Administrator).

The Contractor will close the case file of the client within **24 hours**, In the event the client is in **non compliance for any reason** in relation to the recommendation based from the initial assessment and evaluation.

The Contractor will close the case file of the client within **24 hours**, in the event the client fails to show up for the follow up scheduled appointment provided to client by the Contractor after the completion of initial assessment, evaluation and recommendation was provided.

Client Signature

Date

Contractor Signature

Date

In the event the client decides to seek the services of the Contractor again after the client case file has been **closed for Non-Compliance**. The Contractor will treat the client like a “**new client**” and the client will be required to pay the Contractor fee of **\$800 dollars** again.

The Contractor will use the **FMCSA** Commercial Driver’s License Drug and Alcohol Clearinghouse database as required by **49 CFR Part 40**, to report **specific information** about a CDL (client’s) driver’s Return-To Duty activities.

The Contractor will Register with the Clearinghouse.

The Contractor will confirm the client’s request as their SAP in the Clearinghouse, **once** the Contractor has agreed to work with the client.

The Contractor will report the date, the client is eligible for Return-To Duty Testing in the Clearinghouse.

COMPENSATION

The Parties Agree That The Client Will Compensate The Contractor for Providing The SAP-DOT Return To Duty Services, in order for the client to become eligible to return back to the performance of safety sensitive duties.

The Client will pay the Contractor a total fee of **\$800.00 dollars** in cash (exact amount only) to provide the SAP-DOT Return To Duty Services.

The **\$800 dollars fee** paid to the Contractor by the Client Is **Non-Refundable**.

It is Understood The Contractor will not provide free service.

It is Understood fees are due at time of service.

Client Signature

Date

Contractor Signature

Date

The Contractor fee covers SAP services from the initial visit through the time of the client's return to duty with respect to **this DOT violation** and treatment recommendation.

In the event the client has another DOT Violation a new assessment completed by a "DOT" Qualified Substance Abuse Professional (**and fee**) will be required. In short the client will have to go through another SAP-DOT Return To Duty Process and pay fees all over again in the event of another DOT drug and/or alcohol regulation violation.

The cost associated for education and/or treatment from the provider **Are Not included** in the Contractor fee of **\$800 dollars**. In short, the client will have to pay the provider for their services.

The client has the option to pay the Contractor fee of **\$800 dollars** in cash all at one time, at the time of the initial appointment, a receipt will be provided to the client.

The client has the option to pay the Contractor **\$400 dollars** at the time of the initial appointment and pay the remaining balance of **\$400 dollars** at the follow up appointment, a receipt will be provided for both payments.

It is understood all payments are to be made in **cash only** checks, cash apps, money orders **Are Not accepted.**

The Contractor will accept Company checks to pay the Contractor fee.

TERM

This Agreement shall be effective on the date of signing this Agreement (**the "Effective Date"**) and **will terminate** upon the completion of the provision of the services set forth in this Agreement.

This Agreement will also terminate once the case file **has been closed** by the Contractor.

Client Signature

Date

Contractor Signature

Date