

FAX COVER PAGE

FROM



**ALL ABOUT
TRUCKS**

All About Trucks, Inc.

600 TOLLGATE RD, UNIT C
ELGIN, IL 60123

SUPPORT@ALLABOUTTRUCKS.US

ALLABOUTTRUCKS.US
PHONE: (224) 238-3155
FAX: (224) 238-3199

TO

COMPANY:

ATTN:

FAX:

PAGES:

NOTES:

Per your request, we are faxing you a copy of our application for the Random Drug & Alcohol Consortium Membership.

Please send us back all completed pages.

If you have any questions or require assistance please contact us at 224 238 3155 or support@allabouttrucks.us

PLEASE SEND COMPLETED APPLICATIONS TO:

- » All About Trucks, 600 Tollgate Rd, Unit C, Elgin IL 60123
- » Email: support@allabouttrucks.us
- » Fax: (224) 238 - 3199

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ALL ABOUT TRUCKS

Random Drug & Alcohol Enrollment

WELCOME

Thank you for your interest in our Random Drug & Alcohol Consortium Program. In this application we will be asking you information about your company, payment options, and driver details. Please have these ready to proceed with the application. Once you are done completing the application you may send it back to us by mail, email or fax. If you have any questions or require assistance in completing this application please contact our office.

ABOUT RANDOM DRUG & ALCOHOL TESTING

What is Random Drug & Alcohol Testing?

Random Drug & Alcohol Testing is a DOT requirement that is mandatory for all CDL drivers operating trucks over 26,000 lbs. The purpose of Random Testing is to make sure that drivers are not abusing drugs and/or alcohol while on duty.

Who must join a Random Program?

Random program is required of all CDL drivers operating vehicles above 26,000 lbs. Small or large, incorporated or not, all drivers of all companies must conduct Random Drug and Alcohol Testing. Very frequently customers confuse Random with Pre-Employment Testing. Both can test for drug abuse, whoever Random and Pre-Employment are two separate and required entities. A driver must complete a Pre-Employment Test in addition to signing up for Random Program.

How does Random Testing work?

A company with and all its drivers must be enrolled in a random pool. A DOT-approved software selects at random 50% of drivers from this pool for drug test and 10% for alcohol test. All drivers must report for the test as directed by a supervisory safety officer or TPA (like All About Trucks). This process repeats four times a year. All drivers selected for a test must complete the test in the time allotted. This is not optional. During a DOT audit or inspection the officer will ask for quarterly status, test results and MIS Data Collection form supplied by All About Trucks.

What is a Consortium?

Many times when you hear about Random Testing, the term "Consortium" comes up. So what is a Consortium? Recall from previous question - Random Testing works by selecting drivers from a certain group. This group of all drivers is called a Consortium, sometimes referred to as random pool.

How is a Consortium created?

A consortium can be created either by a company and include all drivers from that company only OR it can be created by a Third Party Administrator (TPA) like All About Trucks for many companies combined together.

Why are there different types of Consortias?

There are different types of consortia because a company has two options for creating a consortium. One can be created within a company and include only that company's drivers. But in order to create its own consortium, a company must have a specific minimum number of drivers to do that and most small companies do not qualify, therefore MUST join a other consortium which is generally made up of other smaller companies and their drivers. All About Trucks Consortium is such consortium. We gather many drivers from different companies that do not qualify to create their own consortium and we manage selections from this group. A lot of companies that do qualify to create their own consortium choose to join a larger consortium like All About Trucks because of the benefits to being a member of a larger group of drivers. Some benefits include full management of DOT reports and smaller probability of being selected for a test, whereas a company with 20 drivers will always have to send at least 10 drivers for a test because they are competing against each other. With All About Trucks consortium, your drivers are competing against drivers from other companies, and therefore there is a less of a probability that they will be selected for testing.

What are the benefits of our Consortium?

At All About Trucks, we offer the most competitive pricing with the most complete set of services for a one stop shop solution to DOT compliance in Safety. Benefits of joining our consortium include:

- Low annual fee of \$70 per company.
- Additional drivers only \$30 per year.
- Over 30,000 testing locations in the US.
- Selection alerts by telephone, email, fax or a text message.
- Archiving of all test results and driver information.

ALL ABOUT TRUCKS

Random Drug & Alcohol Enrollment

Company Name: _____

DOT #: _____

COMPANY INFORMATION

COMPANY NAME _____

DBA (IF APPLICABLE) _____

COMPANY ADDRESS _____

CITY _____

ZIP CODE _____

DOT # _____

PHONE NUMBER _____

FAX NUMBER _____

MC # _____

EMAIL ADDRESS _____

Company Owner: _____

FIRST & LAST NAME _____

PHONE NUMBER _____

Safety Officer: _____

FIRST & LAST NAME _____

PHONE NUMBER _____

THIS IS THE PERSON WE WILL CONTACT ABOUT RANDOM SELECTIONS/TESTS. CAN BE THE SAME AS OWNER.

MEMBERSHIP

All About Trucks membership makes sure you stay DOT compliant and can be used by any company regardless of fleet size. Our membership has a \$70 annual fee for the company membership. Each driver enrolled in the program costs \$30 per year. So a 4 driver company will pay \$70 + \$30 x 4 = \$190 per year.

Total Due: **\$70 + \$30** × _____ = _____

Company Fee	\$70 / year
Driver Fee	\$30 / year
Drug Test Fee	\$90* / test
Alcohol Test Fee	\$55* / test
DOT Reports	FREE
Random Test Requests	FREE
Other Test Requests	\$30

*DRUG & ALCOHOL TEST PRICE VARY BASED ON LOCATION

PAYMENT INFORMATION

CREDIT CARD NUMBER _____

NAME ON CARD _____

EXPIRATION DATE _____

CVC CODE _____

BILLING ZIP CODE _____

I hereby authorize All About Trucks to charge the credit card indicated in this authorization form according to the terms outlined here. This payment authorization is for the goods and or services described in the provided invoice, for the amount indicated on it. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form and the invoice that I received.

ALL ABOUT TRUCKS

Random Drug & Alcohol Enrollment

Company Name: _____

DOT #: _____

DRIVER DETAILS ENTER DRIVER INFORMATION BELOW. IF YOU HAVE MORE THAN 3 DRIVERS, DUPLICATE THIS PAGE.

_____ FIRST AND LAST NAME			_____ DATE OF BIRTH		<input type="checkbox"/> FEMALE <input type="checkbox"/> MALE
_____ SOCIAL SECURITY #			_____ PHONE NUMBER		
_____ STREET ADDRESS			_____ CITY		_____ ZIP CODE
_____ CDL #	_____ STATE	_____ CLASS	_____ CDL EXPIRATION	_____ MEDICAL CARD EXPIRATION	
_____ DOES DRIVER NEED TO COMPLETE PRE-EMPLOYMENT TEST?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____ DATE FOR TEST
<small>PRE-EMPLOYMENT TESTS ARE REQUIRED BEFORE HIRING A DRIVER</small>			_____ TEST LOCATION ZIP CODE		
			<small>SELECT A DATE & LOCATION CONVENIENT FOR YOU</small>		

_____ FIRST AND LAST NAME			_____ DATE OF BIRTH		<input type="checkbox"/> FEMALE <input type="checkbox"/> MALE
_____ SOCIAL SECURITY #			_____ PHONE NUMBER		
_____ STREET ADDRESS			_____ CITY		_____ ZIP CODE
_____ CDL #	_____ STATE	_____ CLASS	_____ CDL EXPIRATION	_____ MEDICAL CARD EXPIRATION	
_____ DOES DRIVER NEED TO COMPLETE PRE-EMPLOYMENT TEST?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____ DATE FOR TEST
<small>PRE-EMPLOYMENT TESTS ARE REQUIRED BEFORE HIRING A DRIVER</small>			_____ TEST LOCATION ZIP CODE		
			<small>SELECT A DATE & LOCATION CONVENIENT FOR YOU</small>		

_____ FIRST AND LAST NAME			_____ DATE OF BIRTH		<input type="checkbox"/> FEMALE <input type="checkbox"/> MALE
_____ SOCIAL SECURITY #			_____ PHONE NUMBER		
_____ STREET ADDRESS			_____ CITY		_____ ZIP CODE
_____ CDL #	_____ STATE	_____ CLASS	_____ CDL EXPIRATION	_____ MEDICAL CARD EXPIRATION	
_____ DOES DRIVER NEED TO COMPLETE PRE-EMPLOYMENT TEST?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____ DATE FOR TEST
<small>PRE-EMPLOYMENT TESTS ARE REQUIRED BEFORE HIRING A DRIVER</small>			_____ TEST LOCATION ZIP CODE		
			<small>SELECT A DATE & LOCATION CONVENIENT FOR YOU</small>		

ALL ABOUT TRUCKS

Random Drug & Alcohol Enrollment

Company Name: _____

DOT #: _____

THIS ALCOHOL AND/OR DRUG TESTING SERVICES AGREEMENT is made and entered into on this date, _____

by and between ALL ABOUT TRUCKS, INC. (Consultant) whose principal place of business is located at 600 Tollgate Road, Unit C, Elgin, IL 60123

and _____ DOT # _____ (Client) whose main office is located at _____

AGREEMENT

Consultant and Client hereby agree to the terms and conditions set forth as follows:

1. Consultant shall be responsible for ensuring that Client is fully compliant with all alcohol and/or drug testing requirements of the U. S. Department of Transportation (DOT) including informing Client and its drivers when a test is required and of which drivers are to be tested, the scheduling of tests, the tracking of test results and complying with all reporting requirements of DOT.

2. Client acknowledges and agrees that Consultant shall utilize MED-STOP, or such other alcohol and/or drug testing service as Consultant shall choose, in order to perform some or all of Consultant's obligations under this Agreement.

3. Client acknowledges that it has read and understands the Employer MED-STOP Access Service Agreement and Client authorizes Consultant to execute said Agreement on behalf of Client and that Client and Consultant shall fully comply with all terms and conditions set forth therein. Alternatively, Client shall execute the MED-STOP Agreement upon the request of Consultant. A copy of the aforementioned MED-STOP Agreement has been provided to Client prior to execution of this Agreement. The terms and conditions contained within the MED-STOP Agreement are incorporated into this Agreement as if once again fully set forth herein. However, to the extent the terms and conditions of the MED-STOP Agreement conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement control.

4. In exchange for Consultant's services as set forth herein, Client shall pay to Consultant a flat fee of \$75 per year.

5. This Agreement will have an initial term of one (1) year and will then automatically renew for successive one-year terms unless terminated by either Party as follows: (i) with at least sixty (60) days written notice to the other Party given at any time or (ii) immediately with written notice if the other Party is in material breach of the Agreement or any law or regulation regarding the performance of the Agreement and such Party fails to cure the alleged breach within ten (10) days after receiving written notice from the non-breaching Party.

6. If during the term of this Agreement there is a significant change in the requirements of Consultant, or other services covered under this

Agreement as a result of regulatory changes or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein.

7. In order for Consultant to be able to adequately perform its duties under this Agreement Client agrees to comply with the following:

a. Upon Client's receipt of the quarterly eligibility list, Client will delete the names of any drivers who are either no longer working

for Client, or who are not available to be randomly selected for the coming quarter. Client will add the

names and social security numbers of any new employees, as well as the names and social security numbers of any existing employees who will be expected to become available during the coming quarter

b. Client shall sign and date the eligibility list and fax back within 3 days.

c. The random selection will then be completed within one week.

d. Once the randomized selection for the quarter has been generated by MED-STOP, Client will be notified by secure fax with its selections.

e. If none are picked from Client's company, Client's fax shall say that zero have been picked.

f. If Client has had any alternates picked, Client might be notified at a later date to have them tested.

g. Upon receipt of the selections, DOT requires that Client notify the selected employee, with instructions to report to one of MED-STOP's conveniently located testing facilities immediately along with the signed and dated selection letter (completed by the designated employer representative). A list of testing facilities will be provided by Consultant prior to any required testing.

h. If Client's drivers are not working locally, Consultant can provide them with the location of collection sites nearest to them in the continental United States. All testing done must be performed by a MED-STOP approved lab.

i. The DOT may require Consultant, as the program administrator, to issue automatic positive test results for any of Client's drivers who fail to report to the collection site within forty-eight hours following their receipt of Notice of Selection from Client.

j. If a driver is not available for testing, the designated employer representative must document the reason on the selection letter, date and sign it and fax back to Consultant. If using an alternate pick, inform Consultant by phone or fax who is replacing whom.

k. All random selections must be completed within one to three weeks. After 3 weeks Client will receive a call from Consultant informing Client as to which selected employees have not completed their screenings. Failure to do so may result in a refusal to test determination.

8. Client authorizes Consultant to request specific information from any individual or to order additional tests as necessary or appropriate and related to tests performed for Client. Client agrees to pay for additional fees, costs and charges related to such information requests or additional testing performed.

9. Client acknowledges that performance of necessary verification procedures may be dependent upon cooperation by Client representatives, tested individuals and/or personal physicians, and/or health care providers that may possess vital medical history information. Client agrees that Consultant shall have no responsibility for services which are delayed or cannot be provided due to lack of such cooperation.

10. Client acknowledges that the MED-STOP software will store the history of the randomized selection, including the following details: the eligible drivers; the drivers who were selected; the names of the selected driver's test, when the testing was completed and the results of the test(s). Such stored information may be of vital importance if any dispute were to arise in the future over the testing methodology and the results.

11. Reports will be mailed to Client twice a year after the second and fourth quarters. Please keep these reports in a secure location. Client may need to refer to them if asked to do so by DOT.

12. The parties both recognize that federal, state, and local laws may apply to the services covered herein. In particular, certain services may be performed according to regulations established and governed by DOT. Both parties agree to assure, that services provided are rendered according to all applicable laws and regulations.

13. The relationship of the Parties created by the Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither Party shall represent to third parties that it is the employer, employee, principal, agent, joint venturer, partner or representative of the other Party.

14. Neither party may assign this Agreement without the prior express written consent of the other whose consent shall not be unreasonably withheld.

15. If any provision of the Agreement is determined to be void, illegal or unenforceable, it will be deemed automatically adjusted to the minimum extent necessary to conform to applicable requirements of validity, legality and enforceability and, as so adjusted, be deemed a provision of the Agreement as if it were originally included in the Agreement. In any case, the remaining provisions of the Agreement will remain in effect.

16. The parties agree that there are no third party beneficiaries to the Agreement.

17. The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

18. Client shall indemnify, defend and hold harmless Consultant and its officers, directors, employees, representatives, agents, contractors and suppliers, from and against any and all expenses, losses, claims, judgments and liabilities of any kind arising directly or indirectly from Client's breach of the Agreement, Client's violation of any applicable law or in any way related to services provided by Consultant or other confidential information exchanged pursuant to this Agreement. Consultant shall indemnify, defend and hold harmless Client and its officers, directors, employees, representatives, agents and contractors

from and against any and all expenses, losses, claims, judgments and liabilities of any kind arising directly or indirectly from Consultant's breach of the Agreement or from Consultant's violation of any applicable law. Client shall not assert any claim for and waives liability against Consultant for any inaccurate information provided to Client. Consultant shall not be responsible for any damages without limitation including attorney fees resulting from acts or omissions negligent or otherwise of the Client under the Client's substance

abuse policy or collective bargaining Agreement(s). Furthermore, Consultant shall not be responsible for any damages, including attorney fees, resulting from actions taken pursuant to or in implementation of Client's substance abuse policies. With respect to services provided under this Agreement, Client shall not assert any claim against Consultant for damages claimed by a third party.

19. Test results provided by Consultant to Client are highly confidential and Client shall treat all test results and any other documentation provided by Consultant in strict confidence and shall not make such results and information available to any other party except as expressly provided in this Agreement or as required by law. Except as required by law or otherwise set forth in the Agreement, the terms and conditions of the Agreement and all proprietary information exchanged by the parties and all documents referenced in the Agreement, including invoices (collectively "Confidential Information") are confidential and neither party shall disclose Confidential Information without prior written consent of the other party; provided, the party to whom information is disclosed will have no obligation to preserve the proprietary nature of any Confidential Information that:

(i) was previously known to such Party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than unauthorized disclosure; (iii) is developed by or on behalf of such party independent of any information furnished pursuant to the Agreement; (iv) is received from a third party whose disclosure does not violate any confidentiality obligation or (v) is disclosed pursuant to the request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and sufficient notice is given by the recipient to the disclosing party of any such request to permit the disclosing party to seek a protective order or exemption from such request.

20. This Agreement is non-exclusive on the part of the Consultant and Consultant specifically reserves the right to contract with all other individuals and entities unless the services required of Consultant under any other contract conflict with the Services to be provided herein.

21. The provisions of this Agreement shall be construed, interpreted, and governed by federal laws and the laws of the State of Illinois, including all matters of construction, validity, and performance, without choice-of-law or conflict-of-law principals.

DESIGNATED EMPLOYER NAME

NAME DESIGNATED EMPLOYER SIGNATURE

DATE

ALL ABOUT TRUCKS COORDINATOR SIGNATURE