

## Random Drug and Breath Alcohol Testing Program Agreement with

RRL Express, LLC ("Employer") desires to provide drug and breath alcohol testing for its drivers with Employer in accordance with regulations promulgated by the U.S. Department of Transportation (hereinafter referred to as "D.O.T. Regulations") as published under 49 CFR Part 382 and CFR Part 40. The Employer desires to retain Work Well, PLLC ("Work Well") to administer its drug and breath alcohol testing program on a calendar year basis for the following cost:

#### \* Annual Administration Fee

\$ 99.00

The annual fee is to enter Employer into the Random Testing Program and includes the time involved and the costs involved in administering the program, including, adding/removing drivers, sending test results, sending random selection notices and providing Employer with requested forms. Upon payment of the annual fee, Work Well will enter the Employer into the Random Drug and Alcohol Testing Program. Upon receipt of an Employer's driver's negative 5 Panel FDA-approved pre-employment drug test, the Employer's Driver will be entered into the Random Drug and Alcohol Testing Program under the Employer. [If Employer's total drivers employed at once exceeds 15 drivers, please contact Work Well about further discounts].

#### Services Performed at Work Well:

If Employer desires to have its driver submit for drug and/or breath alcohol tests and/or DOT physical examinations at Work Well, PLLC's facility, the following prices will be charged by Work Well:

*	Unobserved 5 Panel FDA-approved Pre-Employment/Post-Accident/Reasonable Suspicion Drug Tests (COC/AMP/THC/OPI/PCP) [normal price \$65.00]	\$ 58.50
*	Unobserved 5 Panel FDA-approved Random Drug Test (COC/AMP/THC/OPI/PCP)	\$ 55.00
*	Shy Bladder Procedure during 5 Panel FDA-approved drug test (additional fee)	+\$20.00
*	<b>Observed Drug Test (additional fee)</b> (If drug test must be observed, such as after drugs have been found in the Driver's system or after a prior specimen's temperature was out of range)	+\$10.00
*	<b>Split Specimen Request (additional fee)</b> (If Driver's drug test is positive and Driver advises the MRO that Driver wants his/her split specimen to be sent to another laboratory for analysis)	+\$150.00
*	Breath Alcohol Test	\$ 40.00
*	<b>DOT Physical Exam</b> [normal price \$65.00]	\$ 58.50
*	DOT Physical Exam & Unobserved 5 Panel FDA-approved drug test (COC/AMP/THC/OPI/PCP)[normal price \$130.00]	\$ 115.00



#### \* Mandatory Drug & Breath Alcohol Supervisor Training

\$ 45.00

SECTION 49 CFR PART 382.603 of the FMCSA Regulations require that: Each Employer shall ensure that all persons designated to supervise commercial drivers receive 60 minutes of training on alcohol misuse and 60 minutes of training on controlled substance abuse. [normal price \$50.00]

#### Services at Other Nationwide In-Network Facilities:

If Employer desires to have its Driver submit for drug and/or breath alcohol tests and/or DOT physical examinations at facilities other than Work Well, but still within Work Well's nationwide network of facilities, the following prices will be charged by Work Well:

*	Unobserved 5 Panel FDA-approved Pre-Employment/Post-Accident/Reasonable Suspicion Drug Tests (COC/AMP/THC/OPI/PCP) **If the In-Network facility is located within 45 miles from Work Well, PLLC's facility, charge is \$70.00.	\$ 58.50**
*	Unobserved 5 Panel FDA-approved Random Drug Test (COC/AMP/THC/OPI/PCP)  **If the In-Network facility is located within 45 miles from Work Well, PLLC's facility, charge is \$70.00.	\$ 55.00**
*	<b>Shy Bladder Procedure during 5 Panel FDA-approved drug test (additional fee)</b>	+\$25.00
*	<b>Observed Drug Test (additional fee)</b> (If drug test must be observed, such as after drugs have been found in the Driver's system or after a prior specimen's temperature was out of range)	+In-Network Facility fee for observation + \$7.00.
*	<b>Split Specimen Request (additional fee)</b> (If Driver's drug test is positive and Driver advises the MRO that Driver wants his/her split specimen to be sent to another laboratory for analysis)	+TBD by 2 <sup>nd</sup> lab
*	<b>Breath Alcohol Test</b> **If the In-Network facility is located more than 45 miles from Work Well, PLLC's facility, charge is \$50.00.	\$ 40.00**
*	DOT Physical Exam	\$ 75.00
*	ePassport Modification/Cancellation Administration Fee after ordering ePassport	\$ 3.00

It is understood that these prices reflect the current prices, until modified in writing, for the above tests/examination, depending on which facility Employer chooses to send its driver to for testing/examination.

In consideration of the mutual obligations hereunder, the parties agree as follows:

#### 1. Work Well's Obligations:

Work Well agrees to administer a Random Drug and Breath Alcohol Testing Program, which includes the following:



- To administer a Random Drug and Breath Alcohol Testing Program that meets the D.O.T. requirements. Unless an Employer has at least 50 drivers, the drivers will be mixed into our owner-operator/small business selection group. The Program will select a required minimum of its members for breath alcohol tests each calendar year as required by the Federal Motor Carrier Safety Administration.
- Random selections and testing are performed at least once quarterly. Some drivers might be selected and tested more than once and others not at all. Each time there is a random selection, all drivers have an equal chance to be selected and tested. To meet the D.O.T. requirements, Work Well will notify the Employer and/or Designated Employer Representative (DER) once selection has been made.
- Perform or help coordinate all random drug and breath alcohol testing through the Random Drug and Breath Alcohol Testing Program at Work Well that meets D.O.T. Testing Regulations;
- Contract and provide services of a Certified Medical Review Officer to review and interpret all drug tests as required under 49 CFR Part 40;
- Contract with a licensed approved laboratory that meets the requirements of the D.O.T. Regulations to test for the presence of drugs;
- Maintain records demonstrating Employer's participation in Work Well's random selection pool and results of all drug and breath alcohol screening given to Work Well for drivers of Employer in accordance with the D.O.T.'s minimum record retention requirements. Work Well will provide Employer with records pertaining to Employer within forty-eight (48) business hours of Employer's request.

#### 2. Employer's Obligations:

- Each of Employer's drivers must present a negative D.O.T. 5 Panel FDA-approved pre-employment drug test conducted while employed by Employer (if employment of the driver has been continuous since the drug test was performed) or must submit to such drug test, pass the test and provide the drug test results to Work Well, in order to be able to enter the Random Drug and Breath Alcohol Testing Program;
- Any time a driver is sent to Work Well or any of its nationwide network of facilities for any service, a
  completed Employer Authorization Form (Attachment A) must be sent to Work Well via fax, email or
  with the driver prior to the service being performed.
  - Work Well is able to perform drug and breath alcohol tests, as well as physical examinations at its facility in Houston.
  - o For testing/examination at one of Work Well's nationwide network of facilities, fees for the service requested must be paid in advance. Employer must check the box on the Employer Authorization Form that specifies Employer requests that the driver submit for testing at a facility in Work Well's nationwide network with a zip code provided. Upon receipt of the completed authorization form and payment, Work Well will enter the driver's information on the nationwide network database and locate a facility for the test/examination. This will create an "ePassport" for the driver to take to the facility. Work Well will send this ePassport to the Employer to give to its driver. The driver



will then present the ePassport, either in a hard copy or on the driver's electronic device, to the facility and the test/examination will be performed. The results will be sent to Work Well, and then forwarded to the Employer.

- Identify all of Employer's drivers subject to drug and breath alcohol testing and update this list on a quarterly basis. If a driver no longer works for Employer, Employer must submit a Request to Remove an Active Driver (Attachment B) by fax or email to Work Well within 10 business days so Work Well can remove the driver from the Random Drug and Breath Alcohol Testing Program;
  - o If a driver is selected for a random drug and/or breath alcohol test, Employer is notified of such selection and then Employer advises Work Well that driver is no longer is employed, but Employer never submitted a Request to Remove an Active Driver to notify Work Well, the Employer will be charged a \$10.00 administration fee for the deselection of their driver, the additional selection of an alternate driver and notification of the alternate's employer.
- Employer must notify Work Well by completing Request to Remove a Company and its Drivers (Attachment C) by fax or email within 10 business days if its company goes out of business so company and drivers can be removed from the Random Drug and Breath Alcohol Testing Program;
- Employer must notify Work Well by completing and Update Contact Information (Attachment D) by fax or email within 10 business days if its company has new contact information (address, phone or fax numbers or DERs);
- Two (2) Designated Employer Representatives (DER) must be provided to Work Well so Work Well can advise the DER that a driver has been selected for random testing and the deadline to report. Once the random selection is made, the DER is notified and driver must submit to the random test within 30 days. It will then be the DER's responsibility to notify the selected driver to submit to the test. Please advise your DERs that if you are selected for a random, your DER has to set up a date and time for you to report for the random drug and/or breath alcohol test. If you or a driver are out of town, and unable to report to Work Well within the 30 days the DER must notify you or a driver that he/she has been selected and must report immediately to one of Work Well's nationwide network of facilities. The DER must be advised of this responsibility. If the DER feels that the DER is not in the position to tell any driver to report to Work Well or one of Work Well's nationwide network of facilities for a random test, choose an alternate DER because the DER needs to be able to tell a driver when to report;
- When a driver is randomly selected to report, the DER must submit the "Notification of Selection" Form to Work Well before or upon arrival of driver reporting for his or her random test, whether reporting to Work Well or one of Work Well's nationwide network of facilities. This form must be completed with Date, Time and Authorized signature by the DER. The DER can fax or e-mail to Work Well or send with driver. Do not give the driver any advance notice, notify driver once the driver is about to report to his or her random test;
- Failure to report to a random test within 30 days of initial notice will result as a "Failed to Test" and is treated as a positive test, which requires the driver to meet with a Substance Abuse Professional and present for mandated observed drug tests, in addition to random tests;



- Distribute information regarding Employer's drug and breath alcohol company policy to all affected drivers:
- Cooperate with Work Well in scheduling driver's drug and/or breath alcohol tests on the dates and at the locations specified by Work Well;
- Comply with the D.O.T. Regulations and all other laws, regulations and/or labor agreements applicable to Employer's drivers subject to drug and breath alcohol testing; and
- Promptly pay invoices of Work Well under this Agreement.
  - o For testing at Work Well's facility:
    - Physical examinations must be paid prior to the physical examination.
    - An invoice will be sent with each drug and breath alcohol test result.
    - If your credit card information is on file with Work Well, authorization is required before running payment. Employer can authorize payment by e-mail or fax. If sending a check by mail, check must be received on or before the due date. If invoices are not paid by the due date reflected on the invoice, Employer must pay a \$15 late fee. The late fee will be recurring on the 1<sup>st</sup> of each month until the invoice is paid in full. If Employer routinely fails to pay invoices timely, Work Well may require Employer to pay for drug and breath alcohol tests before they are performed at Work Well.
  - o For testing at one of Work Well's nationwide network of facilities:
    - Services must be paid prior to Work Well's procurement of an ePassport.

#### 3. Terms of Agreement:

Payment for the Random Drug and Breath Alcohol Testing Program Administration Fee is due at the time of signing this Agreement. This Agreement shall be valid from the date initial payment of the fee is made until the end of that calendar year. The Agreement will automatically renew on January 1<sup>st</sup> of every year at which time the yearly administration fee will be due. If payment is not received in 7 business days, Employer will be notified and the Employer and its Drivers will be removed from the program. Either party may terminate the Agreement before the expiration of the term of this Agreement for any reason with 30 days written notice to the other party. If a party terminates this Agreement, the Random Drug and Breath Alcohol Testing Program Services Administration Fee will be refunded upon written request on a pro-rated basis for the number of unused months less a \$15 administration service fee.

#### 4. Work Well's Indemnification Obligations:

Work Well will indemnify, defend and hold Employer harmless from any liability (including attorney's fees and costs) arising from the failure of Work Well to maintain or deliver records of Employer's participation in this drug and breath alcohol testing program as required by the D.O.T. Regulations.

#### 5. Employer's Indemnification Obligations:

Employer shall defend, indemnify and hold harmless Work Well's certified laboratory and the medical review officer providing services to Employer pursuant to this Agreement, from any claim, loss, liability, damage,



detriment or obligation, including attorney's fees and costs, arising from any matter other than those described in paragraph 4 or Work Well's willful misconduct or gross negligence.

#### 6. Relationship of the Parties:

Work Well is an independent contractor, and this Agreement does not create a relationship of general agent, servant, driver, partnership, joint venture or association. Employer hereby names Work Well its third party administrator for Employer's Random Drug and Breath Alcohol Testing Program. Representation/Relationship between Work Well and Employer is for the limited purpose of performing the duties necessary to carry out Work Well's obligations under this Agreement.

#### 7. Miscellaneous Provision:

This Agreement shall be governed in all respects by Texas law, except to the extent specifically pre-empted by the D.O.T. Regulations; and

Execution of this Agreement shall be deemed effective when executed on behalf of a representative of Work Well and on behalf of Employer by their respective authorized agents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]



### Designated Employer Representatives for:

(If a driver is selected for random testing, we will contact the DER so the DER can advise the driver when the driver is to report for the random test.)

1.	Name:		Title:		
	Address:				
	-	Street Name			
	Phone No:		Fax N	To:	
	E-mail:				
2.	Name:		Title:		
	A ddragg.				
			•		
			Fax N	10:	
	E-mail:				
8 Employ	or's Informat	ion.			
s. Employ	er s mjorman	ion.			
Cor	mpany's Name	e: RRL Express, LLC			
	Phone No:				
Ow	ner's Name:	-			
Cor	mnany's Physi	ical Address:			
Col	inpany 31 mysi	lear radiess.	Street Name	City, State, Zip	<del></del>
			Fax N	0:	
E-n					
n 444 1		·	Street Name	City, State, Zip	
Attachment	A – Employe		(to authorize Work	Well or one of its nationw	ide network of
	•		Form (to authorize	removal of an active driver	from Random
Attachment	C – Request t	to Remove a Company ar	nd its Driver Form		
Attachment	D - Update C	Contact Information Form			



# EMPLOYER RANDOM DRIVERS LIST FOR: RRL Express, LLC Phone #:

Date: \_\_\_\_\_

	First and Last Name	SSN	Status of Providing a Negative Pre-Employment Drug Test
1			Employer has provided to Work Well a negative DOT Pre-Employment Drug Test taken for Employer performed at another facility or Employer has sent Driver to Work Well for a Pre-Employment Drug Test, which was negative.  Employer will send in the Driver to Work Well or one of its nationwide network of facilities for a Pre-Employment Drug Test in the near future. Employer understands Driver will not be entered in the Random Program until a negative result is received.
2			Employer has provided to Work Well a negative DOT Pre-Employment Drug Test taken for Employer performed at another facility or Employer has sent Driver to Work Well for a Pre-Employment Drug Test, which was negative.  Employer will send in the Driver to Work Well or one of its nationwide network of facilities for a Pre-Employment Drug Test in the near future. Employer understands Driver will not be entered in the Random Program until a negative result is received.
3			Employer has provided to Work Well a negative DOT Pre-Employment Drug Test taken for Employer performed at another facility or Employer has sent Driver to Work Well for a Pre-Employment Drug Test, which was negative.  Employer will send in the Driver to Work Well or one of its nationwide network of facilities for a Pre-Employment Drug Test in the near future. Employer understands Driver will not be entered in the Random Program until a negative result is received.
4			Employer has provided to Work Well a negative DOT Pre-Employment Drug Test taken for Employer performed at another facility or Employer has sent Driver to Work Well for a Pre-Employment Drug Test, which was negative.  Employer will send in the Driver to Work Well or one of its nationwide network of facilities for a Pre-Employment Drug Test in the near future. Employer understands Driver will not be entered in the Random Program until a negative result is received.
5			Employer has provided to Work Well a negative DOT Pre-Employment Drug Test taken for Employer performed at another facility or Employer has sent Driver to Work Well for a Pre-Employment Drug Test, which was negative.  Employer will send in the Driver to Work Well or one of its nationwide network of facilities for a Pre-Employment Drug Test in the near future. Employer understands Driver will not be entered in the Random Program until a negative result is received.
6			Employer has provided to Work Well a negative DOT Pre-Employment Drug Test taken for Employer performed at another facility or Employer has sent Driver to Work Well for a Pre-Employment Drug Test, which was negative.  Employer will send in the Driver to Work Well or one of its nationwide network of facilities for a Pre-Employment Drug Test in the near future. Employer understands Driver will not be entered in the Random Program until a negative result is received.
7			Employer has provided to Work Well a negative DOT Pre-Employment Drug Test taken for Employer performed at another facility or Employer has sent Driver to Work Well for a Pre-Employment Drug Test, which was negative.  Employer will send in the Driver to Work Well or one of its nationwide network of facilities for a Pre-Employment Drug Test in the near future. Employer understands Driver will not be entered in the Random Program until a negative result is received.



By signing below, I indicate that I have read and/or this has been verbally translated from English to Spanish for me verbatim by someone other than a representative from Work Well. By signing below, I also indicate that I understand and agree to the terms in this Agreement, and I am duly authorized by Employer to sign the Agreement.

Si	gnature of authorized person to a	ct on behal	f of		
Pr	inted Name:				
Ti	ile:				
Da	ite:				
Ву	signing below, I indicate that I	am duly at	uthorized by Work Well to sign	n the Agreement.	
71 Ho Te Fa	ork Well, PLLC 17 Lyons Avenue ouston, TX, 77020 lephone: (713) 670-7161 csimile (713) 670-7761 orkwellpllc@gmail.com				
Si	gnature of authorized person to a	ct on behal	f of Work Well, PLLC		
Pr	inted Name: David W. Scheiffel	e, D.C.			
Da	ite:				
		OFFIC	E USE ONLY		
	DATE RECEIVED CONTRACT:		PAYMENT MADE/DATE:		
		1	1	1	i

CERTIFICATE GIVEN:



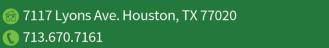
#### **Credit Card Payment Authorization Form**

Sign and complete this form to authorize <u>Work Well, PLLC</u> to make a debit to your credit card listed below.

By signing this form, you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

Please complete	the information	on below:		
',		(PRINT full name	)	
authorize	Work Well, PLI	<u>LC</u> to charge my credit	card account in the amou	unt of <b>\$99.00.</b>
his payment is foor 2018.	r the Yearly Ac	lministration Fee for R	andom Drug & Breath Alc	ohol Testing Progra
3. 2010.		(description of se	rvices)	
Billing Address: City and State: Email: Account		□ VISA □ Mast	Phone #: Zip:  erCard  Discover	
Cardhol Credit C Expiration	der Name: _ard No: _on Date: _	ber on back of card)		
SIGNATURE:			DATE:	

I authorize Work Well, PLLC to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and I will not dispute the payment with my credit card company; so long the transaction corresponds to the terms indicated in this form.



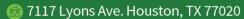
**713.670.7761** 





### 2018 EMPLOYER'S AUTHORIZATION FORM

Email	completed form to: <u>workw</u>	<u>vellpllc@gmail.c</u>	com, fax (713) 670-7761	or sen	d with driver. We must ha	we this form COMPLETED before testing	
	Driver:	Driver's SSN:					
	Employer:	Driver's DOB:/					
	Address:	City, State, Zip:					
	Driver MUST present Ph			Phot	o ID at Time of Ser	vice	
	REASON: □ Pre-employme		ment	Post- accident	☐ Work-Related Injury/Illness		
	(A box must be	checked)	Random		Other	DOA:	
		CHEC	K ALL SERVICE	STH	AT ARE REQUES	TED:	
	CONTROLLE	D SUBSTA	ANCE TESTING		PHYSICA	AL EXAMINATION	
	DC	T / Non	-DOT		DOT	/ Non-DOT	
		(circle one)				(circle one)	
	Pre-emplo	yment			New Certification Re-certification	Post-Offer I Post-Offer II	
	Random		1-		Follow-Up	Fit-for-Duty/Return-	
	<del></del>	le Suspicion	n/Cause		Other		
	Post-Accio					Post-Injury/Incident	
	Return-To	•			ALL Exams are b		
	Follow-Up			_	Appointment ON	LY Exam (FCE)	
		•	Quick-Kit Drug Te		DDEATH	N COHOL TESTING	
	Other:	гіјјеїе сегтіјіеа,	results within 5-10 m	in)	BREATH ALCOHOL TESTING		
	Other				DOT / Non-DOT (circle one)		
	☐ Observed* (che	ck here only ij	f mandated) * + extra	ı fee	☐ Random	(circle one)	
	HOURS FO	OR SPECIME	N COLLECTION:		Reasonable Suspicion		
	Mo	onday – Fi	riday		Post-Accident		
	8:15	5 am – 3:0	00 pm		Return-To-Duty		
		: 12:30 pm	•		Follow-Up		
	·	•	m – 4pm same day		Pre-employment		
	☐ Driver will not r	enort to Wo	ork Well's facility fo	or tes	ting Instead Emplo	oyer requests Driver be sent to	
		•	•		is in the following Zip Code:		
					HORIZATION		
	<b>Driver</b> responsible	e for charges a					
	_			(I rep	resent I have Employer's	authority to request these services.)	
	<b>Employer</b> Respon	_		<b>c</b> :			
	(must be checked if Employer is sending Driver to one of Work Well's nationwide network of facilities)		Signa	eture:			
	Employer Respons			Date	Signature: Phone No: () Date: / / /		
	Month. Employer un				лу Company has 15+ С	orivers in Work Well's Random	
	fees will be assessed.			Testing Program. Verify and Apply My Discount.			





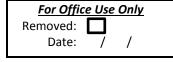




## Request to Remove an Active Driver

Requerimiento de Quitar un Conductor/Chofer Activo

Company Name/Compania:	
Driver Name/Nombre de Chofer:	
SSN/Número del Seguro Social:	
Termination Date/ Fecha de Terminación:	
	ve the driver listed above from the Random Drug and Breath ted Employer Representative (DER) must print name, sign and
· · · · · · · · · · · · · · · · · · ·	ar el chofer que aparece arriba del Programa de Drogas y de signado del Empleador (DER) debe imprimir su nombre, firma y
DER Name:	
DER Signature:	
Date:	
Send this form	to Work Well, PLLC so driver can be removed:  E-mail: <a href="mailto:workwellpllc@gmail.com">workwellpllc@gmail.com</a> Fax: 713-670-7761









## Request to Remove a Company and its Drivers/ Requerimiento de Eliminar Compania y los Choferes Activo

Company Name/Compania:	
Reason for Removal/	
Razon para la Eliminacion:	
Date of Company's removal/	
Fecha de la eliminacion de la compania:	
Driver Name/Nombre de Chofer:	SSN/Número del Seguro Social:
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

This form authorizes us to remove company and its driver(s) listed above from the Random Drug & Alcohol Testing Program. Designated Employer Representative (DER) must print name, sign and date in space below.

Esta forma nos autoriza a eliminar la compania y sus choferes que aparece arriba del del Programa de Drogas y de Alcohol al azar. Representante Designado del Empleador (DER) debe imprimir su nombre, firma y fecha en el espacio abajo.

DER Name:	
DER Signature:	
Date:	

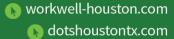
Send this form to Work Well, PLLC so company and driver can be removed:

E-mail: workwellpllc@gmail.com

Fax: 713-670-7761









## **Update Contact Information**

Company Name:				
Need to update:				
Designated Employer Representative (DER)	Company Phone Number	Company Fax Number	Company Physical Address	Company Mailing Address
Make changes neede	d below:			
Remove DER:				
Add New DER:				
Add New Phone Nur	nber:			
Add New Fax Number	er:			
Add New Physical				
Address:				
City, State	e, Zip:			
Add New Mailing				
Address:				
City, State	e, Zip:			
* There is no c	harge to update	e your Company	's Contact Infori	mation.*
Owner's Name:				
Owner's Signature:				
Date:			-	
	Envíe esta form ➤ E-ma	to Work Well to a a Work Well part ail: workwellpllc 713-670-7761	a hacer cambios:	
			Updat	Office Use Only ed:

