

ORANGE AVENUE CHIROPRACTIC AND HEALTHCARE, INC.

TERMS AND CONDITIONS OF ENROLLMENT

ORANGE AVENUE CHIROPRACTIC AND HEALTHCARE, INC. (CONSORTIUM/TPA) RESPONSIBILITIES:

- OACH provides Consortium Services for Federal Motor Carrier (FMCSA) only
- Provides Certificate documenting the Company's participation in a DOT 49 CFR Part 40 compliant program
- Provides computerized random selection process fully compliant with DOT regulations
- Provides Federal Custody & Control forms for all DOT required drug testing with access to collection sites nationwide
- Ensure all drug testing is completed by a DOT compliant (SAMHSA) laboratory
- Provides a DOT certified Medical Review Officer (MRO) review for every drug test result
- Provides 24 hour a day phone support 365 days a year
- Provides guidance and support for reasonable suspicion testing including training for supervisors
- Provides all test results in a secured and confidential fashion by the email(s) provided by the Company
- In the event of a positive test result provide access to a network of DOT compliant substance abuse professionals (SAP's) available in the Company's area
- As directed by SAP, provide follow-up test notifications

I (Designated Employee Representative) certify that I have read and agree to the above terms and conditions on behalf of my company as terms of enrollment in Orange Avenue Chiropractic and Healthcare, Inc. Drug Consortium.

Company Name: _____

DER Signature: _____

Date: _____

- Provides verification of compliance, participant names and any other available Information to DOT auditors as requested

COMPANY (EMPLOYER AND/OR OWNER/OPERATOR) RESPONSIBILITIES

- Members must use Quest Diagnostics/Labcorp forms OACH provides for All Drug Testing
- All Random Selections must be Completed to remain Active in the Random Pool
- Company must use Quest Diagnostics/Labcorp Custody & Control Forms provided by OACH for All DOT Drug Testing
- Company is Responsible for all After Hours and On-Site Collection Fees (if applicable)
- DOT requires all drivers to have a DOT compliant negative DOT pre-employment drug test result prior to starting safety sensitive (Driving) work
- All drivers must take a new DOT pre-employment drug test if they have not participated in a controlled substances testing program within the previous 30 days or missed a random selection
- Company must complete all Random Testing within Selection Period or be deactivated from Consortium
- Maintain a legible paper copy of all drug & alcohol test results available for review and/or audit including pre-employment, random, post-accident, reasonable suspicion, follow-up and return to duty test results as per DOT requirements
- Complete verification of prior drug, alcohol & driving violations process for each new driver
- Provide ongoing and timely information of all changes to the driver roster to OACH
- Distribute random selection notifications to drivers within the selection period

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- Ensure selected drivers report for random testing according to DOT regulations
- Determine if a post-accident drug and alcohol testing is necessary following any accident
- Make the determination whether or not to conduct a reasonable suspicion test
- Provide OACH, Inc. with secure and confidential email(s) to receive test results, random notifications and invoices
- If a driver tests positive, refer driver to a SAP and make determination whether to terminate the driver
- Ensure a driver does not resume driving prior to SAP approval and Return-to-Duty testing
- Provide any and all training to each supervisor as per DOT regulations
- Ensure each supervisor receives the DOT required reasonable suspicion training through Express Labs or another provider
- Serve as the primary custodian of the records as per the DOT regulations
- Ensure DOT Breath Alcohol test results are Faxed and/or Emailed to OACH, Inc. within 24 hours of test results
- Remain ultimately responsible for the outcome of any DOT audit
- The Department of Transportation Regulations Governing Drug and Alcohol Testing Programs (49 CFR Part 40) makes it very clear that the Company (also referred to as 'Employer') is responsible for all aspects of compliance with the regulations. That applies even if OACH, Inc. has been designated as a service agent. It is critical that the Employer understand this concept. The responsibilities for each party are outlined below.

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INVOICE TERMS AND CONDITIONS

Invoices are Due Upon Receipt. Invoices are sent to the email address that is provided upon enrollment and posted to your account for Drug & Alcohol Testing. Company is required to have a valid credit card on file which is automatically charged for all testing charges. If a testing charge is not paid on the 1st of the Month the Company's account will be suspended until payment is received. If Company has an invoice that exceeds 25 days, the Company's account is suspended until all outstanding payments are paid in full by credit card, which is automatically charged for all future testing charges. Results for drug and/or alcohol testing will not be processed or reported. Invoices not paid within 30 days are subject to 1.5% monthly service charge. If a Company has an invoice not paid within 30 days and/or the Company's Email & Phone is disconnected, the Company's account will be Terminated and referred to a collection agency and can not be reactivated. Members that Dispute an Invoice and/or referred to Collections Forfeit the remainder of their Term of Membership, will not be Reactivated and no Refund will be issued. If Company is referred to a collection agency, Company may be reported to major credit bureaus: Experian, Equifax, Trans Union & Dun & Bradstreet. Company authorizes OACH, Inc. to charge Company's credit card on file for all outstanding invoices when Company is past due on any Invoice. All future testing charges will automatically be charged to the credit card on file on the 1st of the month for the previous month's results. Company authorizes OACH to charge Company's credit card on file for all Alcohol Testing charges when OACH is invoiced by another Collection Site. Company is responsible for all collection and legal fees.

Dishonored Check Charges

Where permitted by law, Company agrees to pay a \$25.00 fee or other permitted maximum amount for (a) any dishonored or returned check or other item due to lack of funds in the maker's account or the failure of maker to have an account, or because maker stopped payment without good cause, and (b) any automatic payment authorized by Company which is rejected or not honored by Company's bank or credit card issuer for any reason, along with any costs and expenses incurred in connection with collection of such dishonored, returned or rejected check, other item or Automatic Payment.

Drug Testing Fees

- OACH charges \$60.00 for Laboratory Testing & MRO Services which includes the Collection Site fee when performed at OACH.

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Date: _____

- Members must use Quest Diagnostics/Labcorp forms OACH provides for All Drug Testing unless otherwise discussed in advance.
- You are responsible for any additional collection site fees associated with having a drug test performed at a site other than OACH.

Contesting Positive Drug Test Results

Drivers have the Right under DOT to Contest Positive Drug Test Results and it is the Responsibility of the Company (Employer and/or Owner Operator) to pay to send Sample B to another Laboratory for Testing. OACH Automatically charges \$200.00 to the Company's credit card (Employer and/or Owner Operator) to send Sample B to another Laboratory for Testing plus \$60.00 for both results that are reported by the Medical Review Officer.

Breath & Saliva Alcohol Testing Fees

OACH charges \$45.00 for Breath & Saliva Alcohol Tests. Company is Responsible for Faxing and/or Emailing Alcohol Results to OACH if performed at a different collection site. Breath Alcohol Testing fees are automatically charged to Member Company's credit card on file when OACH performs or is invoiced by the Collection Site that performed the Alcohol Testing. If the offsite collection site charges the fee to the driver at the time of the screening, you will not be charged by our office and it will be your sole responsibility to reimburse your driver if that is your company policy. Prices are subject to change.

Membership Renewals

Company's Membership will automatically renew for 1 year, 14 days before expiration unless you cancel the membership. If you have a membership, we'll contact you within 1 month prior to the end of the term of your membership via email to remind you that the term of your membership will automatically renew. Membership Enrollment & Renewal Fees are Non-Refundable. By renewing your membership Company agrees to keep a valid credit card on file for future testing charges.

Adding Drivers to the Random Pool

Once the Medical Review Officer (MRO) Reports Negative DOT Pre-Employment Results Company's Drivers will Automatically be Added to the Random Pool. The Reason for Testing must be Pre-Employment for the Driver to be Added to the Random Pool. Drivers

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Must use Quest Diagnostics/Labcorp forms OACH, Inc. provides for All Drug Testing. Please be aware that program pricing is based on a certain number of drivers. If adding a driver changes your driver tier an additional fee may be assessed to upgrade your program to the next driver tier.

Deactivating Drivers from the Random Pool

Company is Responsible for contacting OACH to Deactivate Driver(s) Immediately upon Termination. Drivers may be Reactivated within 30 Days before a New Pre-Employment Drug Test is Required by DOT. You will not receive a refund if you are dropped into a lower payment tier based on a new number of drivers after a driver has been deactivated. You will be re-enrolled at renewal in the lower tier at the lower rate if your number of drivers no longer fits into the higher payment tier.

Random Selection Notifications

OACH Notifies Company (Employer and/or Owner Operator) DER (Designated Employee Representative) for Monthly or Quarterly Random Selections by Email.

Cancellation of Agreement

Either party may cancel this agreement at any time upon written notice. Company Memberships are Non-Transferable and Non-Refundable. Memberships that are Cancelled within 3 Days of Enrollment are Subject to a \$50.00 Cancellation Fee.

Company Agrees to Indemnify OACH, Inc.

Company agrees to indemnify OACH, Inc., its assignees, and vendors, and hold each of them harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses, including legal fees, arising out of or by reason of any breach or alleged breach by OACH, Inc. of any of the representations, warranties, or agreements made under this service agreement.

TERMINATION FROM ORANGE AVENUE CHIROPRACTIC AND HEALTHCARE, INC. CONSORTIUM

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Company's failure to pay OACH for overdue invoices for Drug & Alcohol Testing will be Terminated from the Consortium and forfeit any remaining time of Membership. Companies failure to keep a valid credit card on account for Testing Charges and/or Renewals may be Terminated form the Consortium. Company's failure to comply with the Regulations as set forth by 49 CFR Part 40, such as not completing all Random Testing within Selection Period will result in Termination from OACH, Inc. DOT Drug & Alcohol Consortium and forfeit any remaining time of Membership. Members that are Referred to Collections and forfeit any remaining time of Membership will not be Reactivated and no Refund will be issued. Membership Fees are Non-Refundable.

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