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Letter of Agreement

This letter will serve as our Letter of Agreement between your Company, _____ and **ReliaLab Test of Nashville Consortium (RLT CC)**, a service provider for ReliaLab Test for anti drug and alcohol misuse testing consortium program services. The services will be provided in accordance with the regulations and stipulations found in CFR Parts 40 and 382 as pertains to your type of business, and will be effective upon receipt of the signed Agreement.

Your business is being randomly tested under provisions of: FMCSA, USCG, FRA, FAA, FTA PHMSA (check box required for this)

- ☐ FMCSA
- ☐ USCG
- ☐ FRA
- ☐ FAA
- ☐ FTA
- ☐ PHMSA
- ☐ Other _____

RLT CC will provide the following services:

- Random Database Management
- Random Selection Program
- Testing Arrangements and tests at the above sites and at a DHHS certified lab MRO verification of test results by a certified MRO
- Statistical reporting
- Technical Assistance during state or federal audit.

Added services may include, at an additional fee:

- Pre employment testing
- Post Accident testing
- Mobile Testing Services Reasonable suspicion testing
- Return to Duty and Follow up testing
- Policy development
- Employee and Supervisor Training
- Physical exams for DOT, and Compliance Consulting.

Exhibit A, attached hereto and made part hereof, indicates the fee schedule for these included and additional services.

Each driver who is enrolled into the consortium shall have a negative pre employment drug test on file. If a negative pre employment drug test is not on file, one must be conducted and the results must be negative prior to the driver's inclusion in the consortium. Initials: ___

Each quarter, you will be provided with a list of active drivers in the consortium based on the prior list. You must respond by email to (RLT CC) within the allotted time frame with any modifications or that there are no changes. Once your company and all companies have responded, separate random lists will be selected by (RLT CC) for drug and alcohol testing. You will be notified of the drivers for your company that were selected or you will be notified that the selections were made but none of your drivers were selected. Please keep this documentation on file. Initials: _____

Should you fail to comply with delivering a current quarterly list of DOT eligible drivers or other safety sensitive employees to be tested, RLT CC may, but does not need to, use the prior quarter's list as verified by you as unchanged. You need to be aware that falsifying a list may be grounds for expulsion and violations under DOT regulations. Initials: _____

It is your responsibility to notify your drivers of their selection for testing. If your driver refuses to go for testing, you are to notify RLT CC immediately. If a driver is not available, is no longer employed or otherwise cannot go for testing, please notify RLT CC immediately. It is your responsibility to adhere to DOT and FMCSA or other applicable regulations requiring refusal to test. Additionally, if you are notified that a driver has tested positive for drugs or alcohol, it is your responsibility to take appropriate action. Initials: _____

YOUR FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT AND/OR THE APPLICABLE DOT RULES CAN AND WILL RESULT IN EXPULSION FROM RLT CC. YOU MAY BE RESPONSIBLE FOR LATE FEES AND REINSTATEMENT FEES FOR NON-COMPLIANCE. Once expelled, there is no obligation on the part of RLT CC to reinstate your company.

All fees will be billed and you are responsible for payment of those fees.

This Agreement is valid for one year from date of signing, and will be automatically renewed unless you notify RLT CC in writing that you no longer wish to participate in RLT CC. Additionally, your company will be deleted if the company fails to pay fees for services. Any company deleted will receive written notification from TRLT CC.

By signing this Agreement, both parties,_____ and RLT CC are agreeing to comply with all drug and alcohol testing regulations set forth by 49 CFR Part 40 and Part 382 as well as all requirements stated in this letter and timetable.

For RLT CC: _____ Signature: _____

Date: _____ Name: _____

Date: _____

This agreement can be terminated with an email notification to either party.

Exhibit A

Price List

Consortium Services for FMCSA Only
Set Up and Quarterly Fee $0 Enrollment fees $0
Random Management $0

The only fees charged pertaining to consortium management are the specific testing fees incurred

$99 Yearly Consortium Fee
FMCSA, USCG, FRA, FAA, FTA PHMSA

All DOT drug testing $55
Required if not currently enrolled in a Consortium or can furnish proof of negative drug test under 30 days old

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DOT Breath Alcohol Testing $45 ReliaLab Test Nashville, TN
Location otherwise price can range between $45 and $65 depending on where testing

Out of Network Collection fees $25
We will select a testing location that is within the network. Should you choose a specific location and that location is not part of the network this fee would apply.

Reinstatement Fee once expelled from Consortium $50 per driver to $250 maximum

Optional Consortium Services

DOT Required Supervisor Training
$100 per person (Required by DOT for all companies except Owner Operator)

DOT/CDL Physicals $100 (Nashville, TN only)

Post Accident Tests off site or off hour
$125/hour, door to door and 75c/mile, plus cost of tests when ReliaLab Test performs the collection

We can locate mobile services at other locations subject to availability and those fees will vary.

Policy Review $100

In order to provide the best pricing to our DOT clients and ensure results are delivered in a timely manner we do require that all companies keep a **valid credit card on file**. Fees will be charged as the tests are taken. No other charges will be charged without the Company's permission. Exceptions to this policy will be granted on an individual basis.

Card Holder Name: _____

Card Number: _____ Exp.: _____ CVC: _____

Billing Address:

Street Address: _____

City: _____ State: _____ ZIP: _____

I authorize ReliaLab Test to charge for agreed services performed to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing cardholder agreement.

_____ _____
Signature Date