

ALLOY PHYSICAL CARE INSTITUTE LTD
DIVISION OF OCCUPATIONAL HEALTH

CONTRACT AGREEMENT: CONSORTIUM / TPA FOR D.O.T DRUG & ALCOHOL 2025 CALENDER YEAR

Company Name: _____ DOT Number: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Emergency Contact: _____ E-Mail: _____

Primary Contact (DER): _____ Phone Number: _____

This Agreement is made between Alloy Physical Care Institute (APCI), a Workplace Compliance Drug and Alcohol Testing Service, and the Employer whose name listed above, and signature appear at the end of this Agreement (hereinafter referred to as "Employer"). This Agreement is made with reference to the following:

A. Employer desires to provide drug and alcohol testing for its employees 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.

B. Employer desires to initiate / retain APCI to administer its drug and alcohol testing for the 2025 Calendar Year. (Expires Dec. 31st of each contracted year).

SERVICES PROVIDED BY: ALLOY PHYSICAL CARE INSTITUTE LTD

To meet Client's requirements for a comprehensive testing program to D.O.T. specifications, APCI will provide services to Client to aid in its management efforts of this program. The annual program administration fee includes the following services, which will be started immediately and will continue for months remaining until the calendar year from the enrollment date or as periodically extended per this agreement. Employer will be participating in Federal Testing with Abbott Laboratories and Quest Toxicology Network governed by EScreen and Quest Diagnostics. Your drivers will have access to nearly 25,000 collection sites throughout the United States. APCI will be ordering upon request, or as mandated), managing and mitigating testing procedures for company/ companies participating in the Random Consortium Pool.

1. **CONFIDENTIAL LABORATORY TESTING SERVICES** for mandated 5 panel DOT urine drug testing for pre-employment, random, post-accident, follow-up and return to duty testing through Abbott Laboratories and Quest Toxicology as well as Breath Alcohol testing screening and confirmation testing using Federally appointed Evidential Breath Testing device (EBT).
2. **SUPERVISOR TRAINING and CERTIFICATION** for covered supervisors at a discounted fee, if desired. Service will be provided by the educational institution Certified Training Solutions.
3. **TELEPHONE NUMBER (708) 453 - 0064** to assist management with any questions arising during everyday operation of their substance abuse program.
4. **EMERGENCY CONTACT NUMBER (708) 769 - 0910** for 24-hour emergency contact
5. **RANDOM DRUG/ALCOHOL TESTS** for Employee(s) enrolled in this Testing Program less the collection fee, lab fee, or breath alcohol fee. All drug testing will meet D.O.T. requirements by Abbott Toxicology, a HHS Certified Laboratory. The alcohol test will be consistent with Part 40 Guidelines. Primary location pricing referring to 4830 N. Cumberland Ave Ste 9 Norridge IL 60706.
6. **MEDICAL REVIEW OFFICER (MRO)** performing review of drug testing results as required w/ D.O.T. Regulation. MRO for selected calendar year is **Dr. Brian N. Heinen M.D. & Dr. Michelle Alexander, M.D.**
7. **RANDOM DRUG AND ALCOHOL SELECTION** of drivers by a DOT Mandated and Regulated random selection software using a rates to achieve 50% for Drug and 10% for Alcohol Testing. Subsequent reporting, and administration as required by State and/or Federal law/ regulation is conducted by the clinic. Random selection for companies will include alternative drivers in the event primary selected individuals are unavailable, relieved from duty or removed from active drivers lists. All drivers selected for testing must be

present for testing before the end of the specific quarter as indicated on summons notification. Companies are required to account for randomly selected drivers. Drivers that do not present for random summons will be entered into the FMCSA Clearinghouse as a refusal at the end of that quarter. Our clinic has the right to terminate contracts with companies *not* complying with random testing program.

8. RETURN-TO-DUTY ASSISTANCE in form of DER notification, SAP options, prioritization, and reminders of “Follow-Up Testing” random selection. Attainment of SAP Recommendations for company records. Administration of Return to Duty + Follow up testing for one year of Positive Offense. SAP Recommendations examples may include 6 Follow-up Tests in 1 year beginning from a (Negative) Return-to-Duty Test. Substance Abuse Professionals may require increased testing and governed in a case by case basis or as necessary testing as Federally Mandated by FMCSA.

9. CONCEIRGE ORDERING FOR TESTING

Orders will be placed on a timely manner upon receipt of email notification which needs to include the applicant’s driver’s license, driver’s phone number, requested testing area and driver’s email (when necessary). Any additional requests to ordering may be made by calling out clinic directly during office hours. Specific requests may include duration order should be active, indication of trailer parking, if necessary, specific testing locations within the Escreen network, or finding locations along a planned route.

10. AUDIT PREPARATION

DOT Audit preparation in term of Drug and Alcohol Testing Consortium Participation is included and at no charge. Please allow 24 to 48 hours to prepare all documents. Companies with 100 or more drivers per year require up to 72 hours for all audit preparation documents.

CONSORTIUM RANDOM PROGRAMS

Consortium Program Fee for 1-50 Employees yearly	\$ 115.00
Consortium Program Fee for 51-100 Employees yearly	\$ 199.00
Consortium Program Fee for 101-200 Employees yearly	\$ 250.00
Consortium Program Fee for 201-300 Employees yearly	\$ 250.00

TESTING COLLECTION

Urine Collection for Pre-Employment and Random DOT Drug Test	\$ 59.00
Urine Collection Off-Site Testing DOT Drug Test (in Network Facility)	\$ 63.00
Breath Alcohol Off-Site DOT Testing (in Network Facility)	\$ 52.00
Breath Alcohol Screening On-Site DOT Test	\$ 49.00
Breath Alcohol Confirmation Test (Required if detection of .02 BAC)	\$ 50.00

ADDITIONAL SERVICES

CDL Physicals for Employees (Active Drivers) included in Consortium Pool	\$ 85.00
<small>*Regular in clinic CDL Physical / D.O.T. Medical Exam Price \$100.00</small>	
Emergency Post Accident Services (not including Employee Testing)	\$ 20.00
Supervisor Safety training provided online with Certification of Completion	\$ 50.00

* Supervisor training (if elected) provided by educational institution “Certified Training Solutions” specializing in Federal Mandated Programs as mentioned in 49CFR part 40 and 49CFR part 382.

Return-to-duty monitoring assistance for (positive) employees after SAP Evaluation	\$ 100.00
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* Price per Year /Yearly Fee if applicable and dependent on Substance Abuse Professional as Chosen by Driver

Return-to-duty FMCSA Clearinghouse Registration	
* for (prohibited) employees after SAP Evaluation in office (not including Employee Testing)	\$70.00
* for (prohibited) employees after SAP Evaluation out of office (not including Employee Testing)	\$79.00
External Lab based personal quantitative testing for THC Metabolite (not reported to DOT)	\$93.00

SPECIAL SERVICES

FMCSA Clearinghouse Company Registration (if Necessary/Elected)	\$ 79.00
FMCSA Clearinghouse Query Per Driver (as company requested company, per driver)	\$ 10.00

*Per driver fee Plus mandatory FMCSA Portal Charge of \$1.75 per driver

ON-SITE SERVICES

On-Site Employer workplace Alcohol test administration and collection fee \$ 75.00

*Additional Employees to be tested at regular rate if Applicable / Requested by Owner

On-Site Employer workplace Drug test administration and collection fee \$ 105.00

*Additional Employees to be tested at regular rate if Applicable / Requested by Owner

EMPOYER’S OBLIGATIONS

1. Identify and report all of its employees subject to drug and alcohol testing and *timely* update this list
2. DER must call/fax/or email our office once he/ she has received a Negative Pre-employment Drug Test result from collection site other than primary to have driver added/deleted to the Random List.
3. DER must notify APCI ten days before Company will shut down if Seasonal or going out of business.
4. Cooperate with APCI in scheduling drug and alcohol testing for employees of Employer.
5. Comply with the D.O.T. Regulations and all other laws, regulations or labor agreements applicable to Employer’s employees subject to drug and alcohol testing.
6. Promptly pay invoices of APCI under this Agreement.
7. Bounced or returned Checks will be charged an additional fee of \$35.00

NOTE: Program renewal fees will be due 2 days in advance of January 2026 for January 1st-December 31, 2026. By this agreement, Employer agrees to obtain services described herein at the fees set forth. The TERMS AND CONDITIONS are part of this agreement and may be subject to change. Employer (client) will be notified of any changes occurring via email, fax, and phone or by mail.

By the agreement, Client agrees to obtain services described herein at the fees set forth.

The TERMS AND CONDITIONS as provided on the reverse side are part of this agreement.

CONSORTIUM STARTING WITH NUMBER OF DRIVERS _____

PRINTED NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

ALLOY PHYSICAL CARE INSTITUTE LTD

DIVISION OF OCCUPATIONAL HEALTH

4830 N. Cumberland Ave Suite #9, Norridge, IL 60706

Phone: (708) 453 – 0064

Fax: (708) 452 – 0904

Dotservices@alloyphysicalcare.com

TERMS AND CONDITIONS

CLIENT'S DUTIES: Client will be responsible to notify randomly selected drivers, pre-employment drivers, and drivers in incidences of post accident, follow up or return to duty testing as Federally mandated. Expected to ensure supervisors have had applicable training, posting notifications, etc. and to maintain records as required by applicable laws or regulations of 49 CFR part 40 and part 382. Client is to provide written notice of changes in driver roster within 10 days of official hire and at very least quarterly. Removal of drivers from the roster must be completed on paper and include the date of removal or the driver will remain on the roster. Independent Owner Operators are expected to present for random selections in allotted time consistent with FMCSA Best Practices. If the driver fails to presents for random selection testing he/she may be at risk of contract termination and reporting to the FMCSA.

Alloy Physical Care Institute Duties: APCI is responsible for random selection (at a 50% rate for drugs and 10% rate for alcohol) using a scientifically proven random computerized system generator; notification by written (faxed or mailed) document in the event an employee is selected; specimen collection at primary site as 4830 N. Cumberland Ave Suite 9 Norridge IL 60706 with express delivery of specimen to Abbott Toxicology, a HHS certified laboratory; provide MRO review of tests as required; reporting of results in the shortest possible time and all forms necessary. Notification of additional sites can be performed at request of employer by provided zip code of driver location if other than primary location is selected. Collection fees are subject to individual collection sites.

INDEPENDENT CONTRACTORS: Contractor and the Client are independent contractors; neither party shall bind or attempt to bind the other without the other's prior consent. Each party is responsible for the acts and omissions of itself, its Employees and representatives, and each party shall indemnify and save the other harmless from all liabilities, damages and cost resulting from any act or omission made by itself, its Employees or representatives.

GOVERNING LAW: This agreement shall be governed in all respects by the laws of the State of Illinois.

TERM: This Agreement shall have a minimum term of one (1) year from January 1st 2025 - December 31st 2025 shall thereafter be automatically renewed for consecutive one (1) year terms unless either party gives written notice of termination to the other at least thirty (30) days prior to the end of the one (1) year term then in force, such termination to be effective on the last day of the one (1) year then in force. If client is not current in fees due to Contractor, Contractor shall have no obligations under this agreement.

INCREASE IN FUTURE CHARGES: An increase in any component of product or service charges in future years (or when applicable mandated laws or regulations change during a term) may be proposed by Contractor and agreed to by Client, provided that if Client does not object to such a proposed price increase within five (5) days of receiving an invoice, this Agreement shall be deemed to be amended to reflect the increase in charges. In the event that Client does object to such a proposed price increase within the five (5) day period, this Agreement shall continue without such proposed price increase, but Contractor may thereafter terminate this Agreement by giving ten (10) days prior written notice to Client. In this event, Client must return all Contractor Provided Materials. **DEFAULT:** All renewal fees are due 10 days before the beginning of a renewal period on January 1st of succeeding year. All other fees are due on a 30 day basis from date of invoice. If Client defaults in any of the terms and conditions of this Agreement, Client shall be liable for any and all charges and costs incurred by Contractor, including reasonable attorney's fees. In the event of such default by Client, Contractor shall have no obligations under this agreement and shall have the right to discontinue service. During the period of this default, Interest shall accrue at the rate of 5% per month on any monies due Contractor.

ENTIRE AGREEMENT, AMENDMENT: This Agreement constitutes the entire agreement among the parties. Other than permitted changes in this agreement, any alteration or deviation from the specification or terms of this Agreement will be effected only by a written amendment executed by both parties.

SEVERABILITY: If any provision of this Agreement is found to be invalid or unenforceable, the enforceability or validity of the remaining provisions shall be unaffected.

INDEMNIFICATION: Client expressly agrees to defend, indemnify, and hold harmless Contractor from and against any and all damages, penalties, fines, and liabilities including attorney's fees, resulting from implementing this program. The terms and provisions of this paragraph shall survive the term of this agreement and the consideration supporting this Agreement reflects this condition.

CHANGE IN MANDATED REQUIREMENTS: If any federal and/or state law and/or regulation related to mandated coverage for the D.O.T. drug and/or alcohol testing program is changed after the enrollment date, Contractor will advise Client of any resulting price increase for the remaining portion during any then current term. If this is not acceptable to Client, they, upon written notification to Contractor within 14 days of the date of invoice, may cancel program coverage with no further obligation for either party.