



Have you ever been convicted of a Felony, DUI or DWI? Yes  No   
If yes, please explain \_\_\_\_\_

Has any license, permit or privilege ever been suspended or revoked? Yes  No   
If yes, please explain \_\_\_\_\_

Have you ever tested positive for drugs and/or alcohol? Yes  No   
If yes, please explain \_\_\_\_\_

**Past Employment Record**

(List ALL past employment for the last three years and ALL DOT regulated past employers for the past 10 years)

**Last Employer Name** \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Position Held \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_  
Reason for Leaving \_\_\_\_\_  
Where you subject to U.S. DOT drug & alcohol testing? Yes \_\_\_\_\_ No \_\_\_\_  
Was this employer regulated by U.S. DOT? Yes \_\_\_\_\_ No \_\_\_\_

**Second Last Employer Name** \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Position Held \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_  
Reason for Leaving \_\_\_\_\_  
Where you subject to U.S. DOT drug & alcohol testing? Yes \_\_\_\_\_ No \_\_\_\_  
Was this employer regulated by U.S. DOT? Yes \_\_\_\_\_ No \_\_\_\_

**Third Last Employer Name** \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Position Held \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_  
Reason for Leaving \_\_\_\_\_  
Where you subject to U.S. DOT drug & alcohol testing? Yes \_\_\_\_\_ No \_\_\_\_  
Was this employer regulated by U.S. DOT? Yes \_\_\_\_\_ No \_\_\_\_

**Fourth Last Employer Name** \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Position Held \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_  
Reason for Leaving \_\_\_\_\_  
Where you subject to U.S. DOT drug & alcohol testing? Yes \_\_\_\_\_ No \_\_\_\_  
Was this employer regulated by U.S. DOT? Yes \_\_\_\_\_ No \_\_\_\_

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TO BE READ AND SIGNED BY THE APPLICANT

This certifies that this application and any additional past employer records have been completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Past Employment Record (Attachment Sheet for Additional Employers)**

**Fifth Last Employer Name** \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Position Held \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_  
Where you subject to U.S. DOT drug & alcohol testing? Yes \_\_\_\_\_ No \_\_\_\_\_  
Was this employer regulated by U.S. DOT? Yes \_\_\_\_\_ No \_\_\_\_\_

**Sixth Last Employer Name** \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Position Held \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_  
Where you subject to U.S. DOT drug & alcohol testing? Yes \_\_\_\_\_ No \_\_\_\_\_  
Was this employer regulated by U.S. DOT? Yes \_\_\_\_\_ No \_\_\_\_\_

**Eighth Last Employer Name** \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Position Held \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_  
Where you subject to U.S. DOT drug & alcohol testing? Yes \_\_\_\_\_ No \_\_\_\_\_  
Was this employer regulated by U.S. DOT? Yes \_\_\_\_\_ No \_\_\_\_\_

**Ninth Last Employer Name** \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Position Held \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_  
Where you subject to U.S. DOT drug & alcohol testing? Yes \_\_\_\_\_ No \_\_\_\_\_  
Was this employer regulated by U.S. DOT? Yes \_\_\_\_\_ No \_\_\_\_\_

**Tenth Last Employer Name** \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Position Held \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_  
Where you subject to U.S. DOT drug & alcohol testing? Yes \_\_\_\_\_ No \_\_\_\_\_  
Was this employer regulated by U.S. DOT? Yes \_\_\_\_\_ No \_\_\_\_\_

**Eleventh Last Employer Name** \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Position Held \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_  
Where you subject to U.S. DOT drug & alcohol testing? Yes \_\_\_\_\_ No \_\_\_\_\_  
Was this employer regulated by U.S. DOT? Yes \_\_\_\_\_ No \_\_\_\_\_

**Twelfth Last Employer Name** \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Position Held \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_  
Where you subject to U.S. DOT drug & alcohol testing? Yes \_\_\_\_\_ No \_\_\_\_\_  
Was this employer regulated by U.S. DOT? Yes \_\_\_\_\_ No \_\_\_\_\_

**CARGOX INC.  
1797 LIBERTY ST, HOBART IN 46342**

New Hire or Intermittent Hours of Service Sheet  
Total Time On-Duty for Preceding 7 Days

Required by Part 395.8(j)(2)

Driver Name (Print): \_\_\_\_\_

|               |   |   |   |   |   |   |   |             |
|---------------|---|---|---|---|---|---|---|-------------|
| Previous Days | 7 | 6 | 5 | 4 | 3 | 2 | 1 |             |
| Date          |   |   |   |   |   |   |   |             |
| Hours Worked  |   |   |   |   |   |   |   | Total Hours |

\_\_\_\_\_  
Driver's Signature

\_\_\_\_\_  
Date

**CARGOX INC.**  
**1797 LIBERTY ST, HOBART IN 46342**

**Off-Duty Time-** drivers may record all time not defined as on-duty time, defined below, as off-duty time. **On duty time** means all time from the time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. On duty time shall include:

- a. All time at a plant, terminal, facility, or other property of a motor carrier or shipper, or on any public property, waiting to be dispatched, **unless the driver has been relieved from duty by the motor carrier;**
- b. All time inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- c. All driving time as defined in the term driving time;
- d. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
- e. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a commercial motor vehicle being loaded or unloaded, remaining in readiness to operate the commercial motor vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- f. All time repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle;
- g. All time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable suspicion, post-accident, or follow-up testing required by part 382 of this subchapter when directed by a motor carrier.
- h. Performing any other work in the capacity, employ, or service of a motor carrier; and
- i. Performing any compensated work for a person who is not a motor carrier.

The company permits its drivers to log off-duty or sleeper berth whenever the driver is relieved from work and all responsibility for performing work. The company allows drivers to record meals as off duty. It is the responsibility of the driver to properly secure all equipment and cargo before going off duty.

I have read and understand the above requirements to log time as off-duty.

\_\_\_\_\_  
Driver's Signature

\_\_\_\_\_  
Date

**CARGOX INC.  
1797 LIBERTY ST, HOBART IN 46342**

Pre-Lease Owner Operator Agreements and Requirements

Applicant's/Driver's Name: \_\_\_\_\_  
(Please Print)

Please read the following two (2) pages carefully and sign and date each section. If you have any questions please ask. This is not a contract of employment.

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**Fair Credit Reporting Act Disclosure Statement**

In accordance with the provision of Section 604(b)(2)(A) of the Fair Credit Reporting Act, Public Law 91-508, as amended by the Consumer Credit Reporting Act of 1996 (Title II, Subtitle D, Chapter I, of Public Law 104-208), you are being informed that reports verifying your previous employment, previous drug and alcohol test results, and your driving record may be obtained on you for employment purposes. These reports are required by Sections 382.413, 391.23, and 391.25 of the Federal Motor Carrier Safety Regulations.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

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**Driver Notification**

This notice serves to fulfill the requirements of 49 CFR Part 391.23(i). Each motor carrier must notify each driver, who is regulated by the Department of Transportation, of their rights regarding investigative information that will be provided to a prospective employer.

Drivers have:

- The right to review information provided by previous employers;
- The right to have errors in the information corrected by the previous employer and for that previous employer to re-send the corrected information to the prospective employer;
- The right to have a rebuttal statement attached to the alleged erroneous information, if the previous employer and the driver cannot agree on the accuracy of the information.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

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**NOTICE TO DRIVERS AND CERTIFICATE OF COMPLIANCE**  
**NOTICE TO DRIVERS**

The commercial Motor Vehicle Act of 1986 provides the new law that applies to all drivers operating commercial vehicles with Gross Vehicle Weight Rating over 26000 pounds and any vehicle transporting hazardous materials. The following provisions of this legislation become effective July 1, 1987:

1. No driver may possess more than one license, and no motor carrier may use driver having more than one license.
2. A driver convicted of traffic violation (other than parking) must notify the motor carrier and the state in which issued the license to that driver of such conviction within 30 days.
3. Any person applying for a contract position as a commercial vehicle driver must inform the prospective carrier of all previous employment as the driver of a commercial vehicle for the past 10 years, in addition to any other required information about the applicant's employment's history.
4. Any violation is punishable by fine not to exceed \$ 2500. In addition FMCS Regulations now require that a driver, who loses any privilege or is disqualified to operate a commercial vehicle, must advise the motor carrier the next business day after receiving that notification.

**CERTIFICATION OF DRIVER**

I hereby certify that I have read and understand the above mentioned provisions. I, further certify that the listed commercial vehicle license is the only held.

Driver's name \_\_\_\_\_

License State \_\_\_\_\_ Type/Class \_\_\_\_\_ ID NO. \_\_\_\_\_

\_\_\_\_\_  
Driver's Signature

\_\_\_\_\_  
Date

**CARGOX INC.**

**CONTRACTOR:** \_\_\_\_\_

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AGREEMENT BETWEEN EMPLOYER AND A DRIVER OF CONTRACTOR  
OR OWNER OPERATOR.

**I. AGREEMENT:** (Agreement continues until cancelled with a 14 day advance notice by driver or immediately upon decision of CARGOX INC).

For and in consideration of the compensation set forth in Section IV of this agreement; \_\_\_\_\_ (hereafter known as the DRIVER) agrees to work for **CARGOX Inc.** hereinafter called CARRIER as loading/unloading and transporting freight. In witness whereof CARRIER and DRIVER hereby enter into this agreement this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, which shall be the effective date hereof, and agree to be bound by all the terms thereof/as set forth in the attached schedule which is made a part hereof the same as if it were fully set forth herein.

\_\_\_\_\_  
Signature of Driver

\_\_\_\_\_  
Signature of Carrier's Authorized Agent or Employee

**II. SCHEDULE OF COMPENSATION:** Drivers will be paid by the contractors. At rate they negotiate with the contractor (owner of the truck).

1. ESCROW: It is agreed that an "escrow" fund is set up at the time of the execution of this Agreement. DRIVER authorizes CARGOX Inc. to withhold one hundred (200) dollars per week from any settlements and to retain same in said "escrow" fund to a maximum of \$2000.00

The current insurance deductible is \$2,000.00 (in case of Accident). If for any reason CARRIER does not withhold two hundred dollars (\$200) in a given week, DRIVER authorizes CARRIER to withhold (in subsequent weeks) any additional funds necessary to make up for such deficiency in withholding. All escrow funds may be held for a period of 90 days after termination of this Agreement, to insure payment of DRIVER obligations, including but not limited to, cargo claims, liability claims advances, equipment damage, or any other operation cost which are the sole responsibility of the DRIVER. Escrow funds are to cover any cost that is driver's responsibility as deemed by CARGOX Inc at its sole discretion. The usual deductions are: tax, equipment damage, fuel for empty miles (not dispatched), equipment recovery costs, drug test costs, insurance claims, insurance deductibles, untimely deliveries, missed appointments, quitting without 2 weeks notice, etc. Deductions are NOT limited to these listed.

2. DRIVER is competent, reliable and physically fit and is familiar with State and Federal motor carrier safety rules, laws and regulations and will not result in violation of any safety laws or regulations; and will comply with all laws and regulations relating to the operations of all motor vehicles and will cooperate with CARRIER in so doing by filing all log sheets daily, accident reports, daily vehicle inspections reports and all other reports and documents as instructed by CARGOX Inc. or as required by law.

3. DRIVER agrees cargo which is loaded shall be delivered to the consignee with reasonable diligence, speed and care and DRIVER shall be responsible for any claims resulting from cargo shortages, cargo damage, or delays in transporting shipments due to his fault, provided, however, that DRIVERS liability shall be limited to \$2000.00 per occurrence. CARRIER will provide DRIVER with written explanation and itemization of any deduction from cargo loss or damage or delays in transportation made from any compensation or money owed to DRIVER



4. DRIVER shall report all accidents, cargo exceptions or damages of any nature to CARRIER Immediately.
5. This agreement is being executed in duplicate with each copy being deemed an original. By his signature below and his initialing of all previous pages, DRIVER acknowledges receipt of this document and his Agreement with all items included therein.

I, the driver, agree to the following terms:

1. Any damage to the vehicle I drive will be reported immediately to CARGOX Inc. and I will be held responsible for all the cost of repair of such damage. This damage includes, but is not limited to, damage caused by accidents, driving manner, damage caused by driver's negligence (such as: failure to check oil/fluid levels leading to costly damage, tire pressure, etc.). If amount is greater than \$2,000 per incident, insurance will be used to cover damages and driver will be deducted \$2000 (as a deductible). If insurance fails/refuses to pay the claim, such claim immediately becomes driver's responsibility and he/she agrees to hold CARGOX Inc. harmless and NOT liable for any damage/consequences (including but not limited to medical bills, cargo damage, lawsuits resulting from accident, etc).
2. A two week notice is required if the driver chooses to quit. If the driver fails to notify the employer of his intention to quit, he/she agrees to be penalized \$500 (in addition to any other deductions).
3. Any damage to the trailer (and any other equipment) will be reported immediately and the driver will be held responsible for the cost of repairs in the amount determined by the trailer leasing company (amount charged to CARGOX Inc.).
4. Driver agrees that upon the termination of his or her employment, the carrier may charge the following amounts for the following items not returned: fuel cards at one hundred dollars each, keys at twenty five dollars each, camera at twenty dollars each and permits package (provided in a binder to be carried in the truck) at fifty dollars each. In addition, the driver may be charged for missing log books at a rate of ten dollars per day of missing logbooks.
5. The driver agrees that his employment is voluntary and that, as such, it can be terminated by CARGOX Inc. at any time. In such a case, it is the driver's responsibility to return the truck and trailer to a parking place designated by the company (this location may vary, but it will be within 50 miles of Chicago, IL). In addition:

- a) Any cost related to return of equipment (such as fuel) will be deducted from the driver's last paycheck, even if he quits with a two weeks notice.
  - b) If the driver fails to return the equipment to a designated place, he/she will be charged for this work to be completed by another driver at a rate of \$2.00 per mile (all miles from the vehicle's location to Chicago, IL). The driver will also be responsible for airfare/taxi/fuel cost that will get the new driver to the vehicle.
6. The driver will be responsible for paying the full amount of tax on all of his income received from CARGOX Inc. who will in turn file such income as expense on an IRS tax form.
  7. The driver will be responsible for any towing costs of both the truck and the trailer while either one is in his possession. The truck and trailer are in his possession any time they are not at rented parking space (truck) and returned to the rental company (trailer).
  8. CARGOX Inc. is insured for the driver, freight and vehicle only. If a driver chooses to allow passenger, the passenger is not covered under the carrier's insurance policy. The driver or passenger will not hold the company liable for any accident or injury to the passenger and waive all rights to litigation.
  9. The driver agrees to the following fines: first DOT on-road inspection resulting in placement of driver out-of-service - \$250, Second out of service inspection resulting in out-of-service violation - \$500, After Third inspection resulting in out of service violation - \$1000, and termination. Also if multiple same log and equipment violations are discovered more than two times it will result in the \$250 fine, and 4<sup>th</sup> time in the \$500 fine and termination.
  10. The driver also agrees and understands that if CARGOX Inc. is not provided with completely and properly filled out logbooks by the driver, the driver and/or appropriate contractor through whom the driver is employed will not receive their check/payment due until such logs are turned in and found to be to CARGOX Inc.'s satisfaction.

This agreement is legally binding and effective as of the date mutually signed below:

CARGOX Inc.:  
 Djuro Kolundzija  
 1797 LIBERTY ST  
 HOBART IN 46342

DRIVER:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 (President)

\_\_\_/\_\_\_/\_\_\_\_\_.  
 (Effective date)

\_\_\_\_\_  
 (Driver signature)    \_\_\_/\_\_\_/\_\_\_\_\_.  
 (Effective date)

# **CONTROLLED SUBSTANCES AND ALCOHOL POLICY FOR:**

**US DOT 2195854**

## **CARGOX INC**

### **GENERAL:**

The FMCSA regulations require alcohol and drug testing of drivers, who are required to have a CDL. The DOT rules include procedures for urine drug testing and breath alcohol testing. All drivers/employees who operate a CMV and are considered in a safety-sensitive position are subject to testing as defined in 49 CFR Part 382.103. All drivers/employees will abide by the terms of this policy as a condition of their employment. All drivers/employees that violate this Policy and the FMSA alcohol and controlled substance regulations may be subject to discipline of up to termination of their employment with this company. All drivers/employees will be required to sign a statement that they have received and will comply with this policy.

### **PURPOSE:**

The purpose of this policy is help prevent accidents and injuries resulting from the misuse of alcohol and or controlled substances by MOTOR CARRIER NAME. This policy applies to all employees of MOTOR CARRIER NAME, who operate a commercial motor vehicle and is subject to the commercial driver's license (CDL) requirement. MOTOR CARRIER NAME ensures that all alcohol and controlled substance testing for commercial motor vehicles complies with the procedures set forth in Title 29 of the CFR Part 40.

### **PROGRAM STATEMENT:**

We are dedicated to providing safe, dependable, and economical transportation services to our customers. Our drivers/employees are the most valuable resource, and our goal is to provide a healthy and satisfying working environment that promotes safe highway transportation.

### **WHO IS AFFECTED BY THESE RULES?**

The FMCSA rules apply to safety-sensitive employees, who operate commercial motor vehicles requiring a CDL.

### **WHAT ALCOHOL USE IS PROHIBITED?**

Alcohol is a legal substance; therefore, the rules define specific prohibited alcohol-related conduct. Performance of safety-sensitive functions is prohibited:

While using alcohol.

While having a breath alcohol concentration of 0.04 percent or greater as indicated by an alcohol breath test.

Within four hours after using alcohol.

In addition, refusing to submit to an alcohol test or using alcohol within eight hours after an accident or until tested (for drivers required to be tested) are prohibited.

### **WHAT ALCOHOL TESTS ARE REQUIRED?**

The following alcohol tests are required:

**Post-accident** - conducted after accidents on drivers whose performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation.

**Reasonable suspicion** - conducted when a trained supervisor or company official observes behavior or appearance that is characteristic of alcohol misuse.

**Random** - conducted on a random unannounced basis just before, during, or just after performance of safety-sensitive functions.

**Return-to-duty and follow-up** - conducted when an individual who has violated the prohibited alcohol conduct standards returns to performing safety-sensitive duties. Follow-up tests are unannounced. At least 6 tests must be conducted in the first 12 months after a driver returns to duty. Follow-up testing may be extended for up to 60 months following return to duty.

## **HOW DOES RANDOM ALCOHOL TESTING WORK?**

Random alcohol testing must be conducted just before, during, or just after a driver's performance of safety-sensitive duties. The driver is randomly selected for testing from a "pool" of subject drivers. The testing dates and times are unannounced and are reasonably spread throughout the year. Each year, the number of random tests conducted by the employer must equal at least 10% of average number of driver positions subject to the regulations.

## **HOW WILL ALCOHOL TESTING BE DONE?**

The rules allow for screening tests to be conducted using saliva devices or breath testing using evidential breath testing (EBT) and non-evidential breath testing devices approved by the National Highway Traffic Safety Administration (NHTSA). NHTSA periodically publishes a list of approved devices in the Federal Register. Two tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted. The driver and the individual conducting the confirmation breath test (called a breath alcohol technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results. The confirmation test results determine any actions taken. Testing procedures that ensure accuracy, reliability and confidentiality of test results are outlined in the Part 40 rule. These procedures include training and proficiency requirements for the screening test technicians (STT), breath alcohol technicians (BAT), quality assurance plans for the breath testing devices (including calibration requirements for a suitable test location), and protection of driver test records.

## **WHO DOES THE TESTING?**

We the employers are responsible for implementing and conducting the testing programs. We will do this using our own employees or contract services, or by joining together in a consortium that provides services to all member companies. Law enforcement officers will not conduct the tests as part of roadside or other inspections. However, under certain circumstances, post-accident tests conducted by law enforcement personnel will be acceptable. Any individual conducting the test must be trained to operate the EBT and be proficient in the breath testing procedures.

## **WHAT ARE THE CONSEQUENCES OF ALCOHOL MISUSE?**

Drivers who engage in prohibited alcohol conduct will be immediately removed from safety-sensitive functions. Drivers who have engaged in alcohol misuse cannot return to safety-sensitive duties until they have been evaluated by a substance abuse professional and complied with any treatment recommendations to assist them with an alcohol problem. To further safeguard transportation safety, drivers who have any alcohol concentration

(defined as 0.02 or greater) when tested just before, during or just after performing safety-sensitive functions must also be removed from performing such duties for 24 hours. If a driver's behavior or appearance suggests alcohol misuse, a reasonable suspicion alcohol test must be conducted. If a breath test cannot be administered, the driver must be removed from performing safety-sensitive duties for at least 24 hours.

### **HOW WILL EMPLOYEES KNOW ABOUT THESE NEW RULES?**

We the employers must provide detailed information about alcohol misuse, the employers' policy, the testing requirements, and how and where drivers can get help for alcohol abuse. Supervisors of safety-sensitive drivers must attend at least one hour of training on alcohol misuse symptoms and indicators used in making determinations for reasonable suspicion testing.

### **ARE EMPLOYEES ENTITLED TO REHABILITATION?**

Drivers who violate the alcohol misuse rules will be referred to a substance abuse professional for evaluation. Any treatment or rehabilitation would be provided in accordance with the employer's policy or labor/management agreements. The employer is not required under these rules to provide rehabilitation, pay for treatment, or reinstate the driver in his/her safety-sensitive position.

Any employer who does decide to return a driver to safety-sensitive duties must ensure that the driver:

- 1) has been evaluated by a substance abuse professional;
- 2) has complied with any recommended treatment;
- 3) has taken a return-to-duty alcohol test (with a result less than 0.02);
- 4) is subject to unannounced follow-up alcohol tests.

### **HOW WILL THE FMCSA KNOW IF THESE RULES ARE BEING FOLLOWED?**

We the employer are required to keep detailed records of their alcohol misuse prevention programs. The FMCSA will conduct inspections or audits of employers' programs. Additionally, selected employers will have to prepare annual calendar year summary reports for the FMCSA. These reports will be used to help monitor compliance and enforcement of the rules, as well as to provide data on the extent of alcohol misuse and the need for any future program and regulatory changes.

### **ARE DRIVER ALCOHOL TESTING RECORDS CONFIDENTIAL?**

Yes. Test results and other confidential information may be released only to the employer and the substance abuse professional. Any other release of this information is only with the driver's written consent. If a driver initiates a grievance, hearing, lawsuit, or other action as a result of a violation of these rules, the employer may release relevant information to the decision maker.

### **WHAT ABOUT DRUG TESTING?**

The drug testing rules cover the same drivers as the alcohol testing rules. The types of tests required are:

**Post-accident** - conducted after accidents on drivers whose performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation.

**Reasonable suspicion** - conducted when a trained supervisor or company official observes behavior or appearance that is characteristic of drug misuse.

**Random** - conducted on a random unannounced basis just before, during, or just after performance of safety-sensitive functions.

**Return-to-duty and follow-up** - conducted when an individual who has violated the prohibited controlled substance conduct standards returns to performing safety-sensitive duties. Follow-up tests are unannounced. At

least 6 tests must be conducted in the first 12 months after a driver returns to duty. Follow-up testing may be extended for up to 60 months following return to duty.

### **HOW IS DRUG TESTING DONE?**

Drug testing is conducted by analyzing a driver's urine specimen. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services (DHHS). The list of DHHS approved laboratories is published monthly in the Federal Register. The driver provides a urine specimen in a location that affords privacy and the "collector" seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug-testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security; proper identification and integrity are not compromised. The Omnibus Transportation Employee Testing Act of 1991 requires that drug testing procedures for commercial motor vehicle drivers include split specimen procedures. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the driver has 72 hours to request the split specimen be sent to another DHHS-certified laboratory for analysis. This split specimen procedure essentially provides the driver with an opportunity for a "second opinion".

### **WHAT DRUGS ARE TESTED FOR?**

All urine specimens are analyzed for the following drugs:

**Marijuana (THC metabolite)**

**Cocaine**

**Amphetamines (including (amphetamine & methamphetamine, MDMA, MDA, & MDEA)**

**Opiates (including codeine, heroin, & morphine)**

**Phencyclidine (PCP)**

The testing is a two-stage process. First, a screening test is performed. If it is positive for one or more of the drugs, then a confirmation test is performed for each identified drug using state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis. GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results.

### **WHO REVIEWS AND INTERPRETS THE LABORATORY RESULTS?**

All drug test results are reviewed and interpreted by a physician (Medical Review Officer (MRO)) before they are reported to the employer. If the laboratory reports a positive result to the MRO, the MRO contacts the driver (in person or by telephone) and conducts an interview to determine if there is an alternative medical explanation for the drugs found in the driver's urine specimen. If the driver provides appropriate documentation and the MRO determines that it is legitimate medical use of the prohibited drug, the drug test result is reported as negative to the employer.

### **WHAT DRUG USE IS PROHIBITED?**

The drug rules prohibit any unauthorized use of the controlled substances. Illicit use of drugs by safety-sensitive drivers is prohibited on or off duty. The FMCSA has some additional rules that prohibit the use of legally prescribed controlled substances (such as barbiturates, amphetamines, morphine, etc.) by safety-sensitive drivers involved in interstate commerce.

### **WHAT ARE THE CONSEQUENCES OF A POSITIVE DRUG TEST?**

A driver must be removed from safety-sensitive duty if he/she has a positive drug test result. The removal cannot take place until the MRO has interviewed the driver and determined that the positive drug test resulted from the unauthorized use of a controlled substance. A driver cannot be returned to safety-sensitive duties until he/she has been evaluated by a substance abuse professional, has complied with recommended rehabilitation, and has a negative result on a return-to-duty drug test. Follow-up testing to monitor the driver's continued abstinence from drug use is also required.

### **HOW DOES RANDOM DRUG TESTING WORK?**

Employers are responsible for conducting random, unannounced drug tests. The total number conducted each year must equal at least 50% of the safety-sensitive drivers. Some drivers may be tested more than once each year; some may not be tested at all depending on the random selection. Random testing for drugs does not have to be conducted in immediate time proximity to performing safety-sensitive functions. Once notified of selection for testing, however, a driver must proceed immediately to a collection site to accomplish the urine specimen collection.

### **ARE EMPLOYEE EDUCATION AND TRAINING REQUIRED?**

Employers must provide information on drug use and treatment resources to safety-sensitive drivers. All supervisors and officials of businesses with safety-sensitive drivers must attend at least one hour of training on the signs and symptoms of drug abuse. This training is necessary to assist supervisors and company officials in making appropriate determinations for reasonable suspicion testing.

### **ARE DRIVER DRUG TESTING RECORDS CONFIDENTIAL?**

Yes. Driver drug testing results and records are maintained under strict confidentiality by the employer, the drug-testing laboratory, and the medical review officer. They cannot be released to others without the written consent of the driver. Exceptions to these confidentiality provisions are limited to a decision maker in arbitration, litigation or administrative proceedings arising from a positive drug test. Statistical records and reports are maintained by employers and drug testing laboratories. This information is aggregated data and is used to monitor compliance with the rules and to assess the effectiveness of the drug testing programs.

### **WHERE CAN I GET MORE INFORMATION?**

Access to the FMCSA website at [www.fmcsa.dot.gov](http://www.fmcsa.dot.gov)

For assistance with the procedures of how to conduct an alcohol or drug test contained in Part 40, contact:

Office of the Secretary of Transportation  
Office of Drug and Alcohol Program Compliance,  
1200 New Jersey Avenue SE  
Washington, D.C. 20590  
(202) 366-3784

### **To contact an Alcohol or Substance Abuse Professional:**

National Substance Abuse Professionals Network  
1-800-879-6428  
<http://www.nsapn.com>

Absolute Drug Detection Services, Inc.

1-800-878-7786  
<http://www.absolutedrug.com>

Substance Abuse Program Administrators Association  
1-800-672-7229  
<http://www.sapaa.com>

## **DEFINITIONS:**

**Actual knowledge** for the purpose of [subpart B](#) of Part 382, means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in §382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under §382.307.

**Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Alcohol concentration (or content)** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under Part 382.

**Alcohol use** means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

### **Commerce means:**

- (1) Any trade, traffic or transportation within the jurisdiction of the United States between a place in a State and a place outside of such State, including a place outside of the United States; and
- (2) Trade, traffic, and transportation in the United States which affects any trade, traffic, and transportation described in paragraph (1) of this definition.

Commercial motor vehicle means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle—

- (1) Has a gross combination weight rating of 11,794 or more kilograms (26,001 or more pounds) inclusive of a towed unit with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or
- (2) Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or
- (3) Is designed to transport 16 or more passengers, including the driver; or
- (4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations ([49 CFR part 172, subpart F](#)).

**Confirmation (or confirmatory) drug test** means a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.

**Confirmation (or confirmatory) validity test** means a second test performed on a urine specimen to further support a validity test result.

**Confirmed drug test** means a confirmation test result received by an MRO from a laboratory.



**Consortium/Third party administrator (C/TPA)** means a service agent that provides or coordinates one or more drug and/or alcohol testing services to DOT-regulated employers. C/TPAs typically provide or coordinate the provision of a number of such services and perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members (e.g., having a combined random testing pool). C/TPAs are not "employers" for purposes of Part 382.

**Controlled substances** mean those substances identified in § 40.85 of 49 CFR.

**Designated employer representative (DER)** is an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of the company. Service agents cannot serve as DERs.

**Disabling damage** means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- (1) Inclusions. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.
- (2) Exclusions.
  - (i) Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
  - (ii) Tire disablement without other damage even if no spare tire is available.
  - (iii) Headlight or taillight damage.
  - (iv) Damage to turn signals, horn, or windshield wipers which make them inoperative.

**DOT Agency** means an agency (or "operating administration") of the United States Department of Transportation administering regulations requiring alcohol and/or drug testing (14 CFR parts 61, 63, 65, 121, and 135; 49 CFR parts 199, 219, 382, and 655), in accordance with part 40 of 49 CFR.

**Driver** means any person who operates a commercial motor vehicle. This includes, but is not limited to: Full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors.

**Employer** means a person or entity employing one or more employees (including an individual who is self-employed) that is subject to DOT agency regulations requiring compliance with Part 382. The term, as used in Part 382, means the entity responsible for overall implementation of DOT drug and alcohol program requirements, including individuals employed by the entity who take personnel actions resulting from violations of Part 382 and any applicable DOT agency regulations. Service agents are not employers for the purposes of Part 382.

**Licensed medical practitioner** means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

**Performing (a safety-sensitive function)** means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

**Positive rate for random drug testing** means the number of verified positive results for random drug tests conducted under Part 382 plus the number of refusals of random drug tests required by Part 382, divided by the total number of random drug tests results (i.e. , positives, negatives, and refusals) under Part 382.

**Refuse to submit (to an alcohol or controlled substances test)** means that a driver:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA (see §40.61(a) of 49 CFR);
- (2) Fail to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences (see §40.63(c) of 49 CFR) a pre-employment test is not deemed to have refused to test;
- (3) Fail to provide a urine specimen for any drug test required by Part 382 or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences (see §40.63(c) of 49 CFR) for a pre-employment test is not deemed to have refused to test;
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen (see §§40.67(l) and 40.69(g) of 49 CFR);
- (5) Fail to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure (see §40.193(d)(2) of 49 CFR);
- (6) Fail or declines to take a second test the employer or collector has directed the driver to take;
- (7) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under §40.193(d) of 49 CFR. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;
- (8) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- (9) Is reported by the MRO as having a verified adulterated or substituted test result.

**Safety-sensitive function** means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- (2) All time inspecting equipment as required by §§392.7 and 392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- (3) All time spent at the driving controls of a commercial motor vehicle in operation;
- (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of §393.76 of this sub-chapter);
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Screening test (or initial test) means:

- (1) In drug testing, a test to eliminate "negative" urine specimens from further analysis or to identify a specimen that requires additional testing for the presence of drugs.

(2) In alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.

Stand-down means the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test results.

**Violation rate for random alcohol testing** means the number of 0.04 and above random alcohol confirmation test results conducted under Part 382 plus the number of refusals of random alcohol tests required by Part 382, divided by the total number of random alcohol screening tests (including refusals) conducted under Part 382.

I have received a copy of \_\_\_\_\_ controlled substance and alcohol policies and procedures.

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

\_\_\_\_\_  
Driver's Signature

\_\_\_\_\_  
Driver's Name (Printed)

\_\_\_\_\_  
Driver's Identification

**CARGOX INC.**  
**1797 LIBERTY ST, HOBART IN 46342**

**Motor Vehicle Driver's Certification of Violations  
and Annual Review of Driving Record**

(Completed in accordance with 49 CFR 391.25 and 391.27)

Driver's Name: \_\_\_\_\_

I certify that the following is a true and complete list of traffic violations (other than parking violations) for which I have been convicted or forfeited bond or collateral during the past 12 months.

| Date | Offense | Location | Type of Vehicle Operated |
|------|---------|----------|--------------------------|
|      |         |          |                          |
|      |         |          |                          |
|      |         |          |                          |

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral on account of any violation required to be listed during the past 12 months.

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Driver's Signature

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I have reviewed the driving record and safety history of the above named driver in accordance with 49 CFR Part 391 and determined that the driver:

- Meets minimum safe driving requirements
  
- Is disqualified to drive a commercial motor vehicle pursuant to 49 CFR 391.15 or does not meet our safety fitness standards

\_\_\_\_\_  
Date of Review

\_\_\_\_\_  
Reviewer's Signature

**PAST EMPLOYMENT SAFETY HISTORY REQUEST**

**CARGOX INC. 1797 LIBERTY ST, HOBART IN 46342**

**Please return by faxing to: 219-881-8489**

The person named herein has applied to CARGOX Inc., for employment in a safety-sensitive position. I, the listed applicant below, hereby authorize the following company(s) to release all records of employment, including assessments of my job performance, ability, fitness and drug testing results to CARGOX Inc., I hereby release this company, and its employees, officers, directors, and agents from any and all liability of any type as a result of providing the following information to the above-mentioned company. The applicant's signature on this form releases all liability of you and your company. Information is being requested in accordance with 49 CFR Parts 40, 382 and 391.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**Name of Applicant:** \_\_\_\_\_ **Social Security Number:** \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE, CARRIER'S ONLY**

**Previous Company:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Tel:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

Dates of employment: From \_\_\_/\_\_\_/\_\_\_ To \_\_\_/\_\_\_/\_\_\_ Full Time: \_\_\_ Part-Time: \_\_\_  
Position(s) Held: \_\_\_\_\_ Local: \_\_\_\_\_ Regional: \_\_\_\_\_ Over-the-Road: \_\_\_\_\_  
Did this driver operate commercial motor vehicles greater than 26,000 lbs GVWR? \_\_\_yes \_\_\_no  
Type of equipment operated: \_\_\_Dry Van \_\_\_Flatbed \_\_\_Reefer \_\_\_Other (please list): \_\_\_\_\_  
Reason for leaving: \_\_\_Voluntary \_\_\_Lay-Off \_\_\_Terminated \_\_\_Retired  
If terminated, why? \_\_\_\_\_  
Eligible for rehire? \_\_\_Yes \_\_\_No \_\_\_Upon Review \_\_\_No, Company Policy: \_\_\_\_\_

**Motor Vehicle Accident/Equipment Damage/Incident Inquiry, If no accidents please check box  none**

| Accident Date | City, State | Did the Accident Involve?                      | Brief Description |
|---------------|-------------|--|-------------------|
| ___/___/___   | _____       | Tow ___ Injury ___ Fatality ___ HM Release ___ | _____             |
| ___/___/___   | _____       | Tow ___ Injury ___ Fatality ___ HM Release ___ | _____             |
| ___/___/___   | _____       | Tow ___ Injury ___ Fatality ___ HM Release ___ | _____             |

**Alcohol & Controlled Substance Testing Inquiry**

Has this driver ever had a breath alcohol test within the past 3 years a result of 0.04 or higher alcohol concentration? \_\_\_yes \_\_\_no  
Has this driver ever had a positive drug test in the past 3 years? ..... \_\_\_yes \_\_\_no  
Has this driver refused a controlled substance test and/or alcohol test within the past 3 years? ..... \_\_\_yes \_\_\_no  
Has this driver violated any other DOT drug/alcohol regulation? ..... \_\_\_yes \_\_\_no  
To your knowledge has this driver violated any DOT drug and alcohol regulations at a previous employer? ..... \_\_\_yes \_\_\_no

\*\*If the answer to any of the above questions is "Yes", please provide details below:

Reason for test(s): \_\_\_\_\_ Result of test(s): \_\_\_\_\_ Date of test(s): \_\_\_\_\_

If the applicant tested positive, to your knowledge, have they satisfactorily completed all return to duty and follow-up testing requirements in accordance 49 CFR 382.503? ..... \_\_\_yes \_\_\_no

Any other remarks: \_\_\_\_\_

Verification Completed By: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Verification Date: \_\_\_\_\_

First Request Date: \_\_\_/\_\_\_/\_\_\_ Second Request Date: \_\_\_/\_\_\_/\_\_\_ Third Request Date: \_\_\_/\_\_\_/\_\_\_  
Fax \_\_\_ Mail \_\_\_ Phone \_\_\_ Fax \_\_\_ Mail \_\_\_ Phone \_\_\_ Fax \_\_\_ Mail \_\_\_ Phone \_\_\_

**Pan-American Life Insurance Company  
New Orleans, Louisiana  
BLANKET ENROLLMENT FORM**

**Sponsoring Association:** USA Trucking Association

**Participant Sponsor:** CargoX Inc. - PAT100054

|                       |                       |                       |                   |            |
|-----------------------|-----------------------|-----------------------|-------------------|------------|
| <i>Applicant Name</i> |                       | <i>Street Address</i> |                   |            |
| <i>City</i>           | <i>State</i>          | <i>Zip</i>            | <i>DOB</i>        | <i>SS#</i> |
| <i>Home Phone#</i>    | <i>Business Phone</i> |                       | <i>START DATE</i> |            |

**LEGAL STATUS (Please Check One):**

Sole Proprietor    Partnership    Corporation    LLC    Other: \_\_\_\_\_

**DO YOU HAVE ANY W-2 EMPLOYEES:** YES:                       NO:     IF YES, HOW MANY?: \_\_\_\_\_

**APPLICANT: (Check Only One)**

Class 1 - Owner/Operator    Class 2 - Co-Driver    Class 3 – Scheduled Contract Driver of Owner/Operator  
 Class 4 – Independent Contractor (not otherwise classified)

**Description of Class 1, 2, 3, & 4:**

**Class 1** – “Owner Operator” means a person who meets all of the following definitions:

- is an Independent Contractor as defined by the law;
- owns or leases the motor vehicle;
- has the responsibility for determining the time, means and method of performing the work;
- has entered into a covered contract with the Participant Sponsor;
- is compensated on a Form 1099 and not a Form W-2; and
- does not own or control the Participating Sponsor.

**Class 2** – “Co-Driver” means a person who meets all of the definitions in Class 1 and:

- co-owns or co-leases a motor vehicle which is under a long term lease contract with the Participant Sponsor; and
- drives the motor vehicle as an Independent Contractor, as defined by the law.

**Class 3** – “Scheduled Contract Driver of Owner/Operator” means a person who meets all of the following definitions:

- drives a motor vehicle owned or leased by an Owner Operator;
- is an Independent Contractor as defined by the law;
- works under a covered contract that provides for possible financial loss or gain by the Contract Driver relative to the operation of the motor vehicle being utilized;
- has the responsibility for determining the time, means and method of performing the work; and
- is compensated on a Form 1099 and not a Form W-2.

**Class 4** – “Independent Contractor (not otherwise classified)” means a person who meets all of the following definitions:

- drives a motor vehicle owned by the Participant Sponsor,
- works under a Covered Contract that provides for possible financial loss or gain by the Independent Contractor (not otherwise classified) relative to the operation of the motor vehicle being utilized;
- has the responsibility for determining the time, means and method of performing the work; and
- is compensated on a Form 1099 and not a Form W-2.

**BLANKET OCCUPATIONAL ACCIDENT INSURANCE**    *Please review your Description of Coverage for benefit details.*

**BENEFICIARY DESIGNATION – ACCIDENTAL DEATH BENEFIT**

\_\_\_\_\_  
Beneficiary Name                      Beneficiary Address                      Relationship to Insured      Beneficiary SS#

***By signing this Owner/Operator Enrollment Form,***

**I hereby declare and state that:**

1. I am not an employee or eligible for Workers' Compensation from the Participant Sponsor. I request coverage under the Sponsoring Association's group Occupational Accident policy;
2. I am electing to exclude myself from Workers' Compensation coverage as permissible under the laws of my state;
3. I am a member of the USA Trucking Association;
4. I hereby understand and agree that eligibility for this program is limited to eligible Classes listed above and I further agree to the terms outlined in the above items;
5. I qualify for coverage under the Eligible Class as checked above;
6. I request coverage under the Sponsor's USA Trucking Association group Occupational Accident policy;
7. I understand this insurance will become effective the date this Enrollment Form has been received and approved by Pan American Life Insurance Company or their authorized representative;
8. I grant permission to the Participant Sponsor to deduct such payments as may be required for the insurance provided by the policy;
9. I hereby grant a limited power-of-attorney to USA Trucking Association with the authority to initiate cancellation of my Occupational Accident coverage effective the same date I am no longer eligible under this Program; and
10. The beneficiary designation above shall void and supersede any previous designation by me. I reserve the right to change the beneficiary shown above by completing and submitting a signed Change of Beneficiary Form;
11. I understand that the insurance as applied for is based upon my written statements and answers to the above questions; and
12. I attest that all statements made in this Request For Insurance are true and accurate to the best of my knowledge.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance may be guilty of a crime and subject to fines and confinement in prison.

*Applicant's Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

B-OCCACC-TA-ENROLL (6/13)

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By my signature as noted above; I wish to apply for membership in USA Trucking Association. In exchange for payment of monthly dues, I understand that I will be entitled to all of the rights and privileges available to all members. I understand that I will receive a brochure which explains the many benefits and services for which I am eligible. I further understand that some of the products and services may be made available for an additional charge. This Application is subject to acceptance by USA Trucking Association.

**USA Trucking Association  
Occupational Accident Insurance Program**

WORKERS' COMPENSATION INSURANCE REJECTION  
ACKNOWLEDGEMENT FORM

I am an Independent Contractor/Owner Operator contracting with:

CargoX Inc. - PAT100054

I have been given the choice by the Motor Carrier listed above to either provide them with proof that I have purchased either Workers' Compensation insurance for myself which names them as an Alternate Employer, or provide proof that I have Occupational Accident insurance coverage that is acceptable to the motor carrier.

I understand that Occupational Accident insurance is not Workers' Compensation insurance and that it provides less benefits than Workers' Compensation. I also understand that Occupational Accident insurance costs less than Workers' Compensation.

It is my right as an Independent Contractor and as a sole proprietor or executive officer of my Company, to exercise my option not buy Workers' Compensation insurance on myself. I am choosing not to purchase Workers' Compensation. Instead I am choosing to buy Occupational Accident insurance instead of Workers' Compensation even though the coverage is different.

I VERIFY THAT I HAVE READ THIS AGREEMENT AND THAT I AM CHOOSING TO BUY OCCUPATIONAL ACCIDENT INSURANCE AND NOT WORKERS' COMPENSATION INSURANCE:

Print Name: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

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



**THE BELOW DISCLOSURE AND AUTHORIZATION LANGUAGE IS FOR MANDATORY USE BY ALL ACCOUNT HOLDERS**

**IMPORTANT DISCLOSURE  
REGARDING BACKGROUND REPORTS FROM THE PSP Online Service**

In connection with your application for employment with \_\_\_\_\_ (“Prospective Employer”), Prospective Employer, its employees, agents or contractors may obtain one or more reports regarding your driving, and safety inspection history from the Federal Motor Carrier Safety Administration (FMCSA).

When the application for employment is submitted in person, if the Prospective Employer uses any information it obtains from FMCSA in a decision to not hire you or to make any other adverse employment decision regarding you, the Prospective Employer will provide you with a copy of the report upon which its decision was based and a written summary of your rights under the Fair Credit Reporting Act before taking any final adverse action. If any final adverse action is taken against you based upon your driving history or safety report, the Prospective Employer will notify you that the action has been taken and that the action was based in part or in whole on this report.

When the application for employment is submitted by mail, telephone, computer, or other similar means, if the Prospective Employer uses any information it obtains from FMCSA in a decision to not hire you or to make any other adverse employment decision regarding you, the Prospective Employer must provide you within three business days of taking adverse action oral, written or electronic notification: that adverse action has been taken based in whole or in part on information obtained from FMCSA; the name, address, and the toll free telephone number of FMCSA; that the FMCSA did not make the decision to take the adverse action and is unable to provide you the specific reasons why the adverse action was taken; and that you may, upon providing proper identification, request a free copy of the report and may dispute with the FMCSA the accuracy or completeness of any information or report. If you request a copy of a driver record from the Prospective Employer who procured the report, then, within 3 business days of receiving your request, together with proper identification, the Prospective Employer must send or provide to you a copy of your report and a summary of your rights under the Fair Credit Reporting Act.

Neither the Prospective Employer nor the FMCSA contractor supplying the crash and safety information has the capability to correct any safety data that appears to be incorrect. You may challenge the accuracy of the data by submitting a request to <https://dataqs.fmcsa.dot.gov>. If you challenge crash or inspection information reported by a State, FMCSA cannot change or correct this data. Your request will be forwarded by the DataQs system to the appropriate State for adjudication.

Any crash or inspection in which you were involved will display on your PSP report. Since the PSP report does not report, or assign, or imply fault, it will include all Commercial Motor Vehicle (CMV) crashes where you were a driver or co-driver and where those crashes were reported to FMCSA, regardless of fault. Similarly, all inspections, with or without violations, appear on the PSP report. State citations associated with Federal Motor Carrier Safety Regulations (FMCSR) violations that have been adjudicated by a court of law will also appear, and remain, on a PSP report.

The Prospective Employer cannot obtain background reports from FMCSA without your authorization.

**AUTHORIZATION**

If you agree that the Prospective Employer may obtain such background reports, please read the following and sign below:

I authorize \_\_\_\_\_ (“Prospective Employer”) to access the FMCSA Pre-Employment Screening Program (PSP) system to seek information regarding my commercial driving safety record and information regarding my safety inspection history. I understand that I am authorizing the release of safety performance information including crash data from the previous five (5) years and inspection history from the previous three (3) years. I understand and acknowledge that this release of information may assist the Prospective Employer to make a determination regarding my suitability as an employee.

I further understand that neither the Prospective Employer nor the FMCSA contractor supplying the crash and safety information has the capability to correct any safety data that appears to be incorrect. I understand I may challenge the accuracy of the data by submitting a request to <https://dataqs.fmcsa.dot.gov>. If I challenge crash or inspection information reported by a State, FMCSA cannot change or correct this data. I understand my request will be forwarded by the DataQs system to the appropriate State for adjudication.

I understand that any crash or inspection in which I was involved will display on my PSP report. Since the PSP report does not report, or assign, or imply fault, I acknowledge it will include all CMV crashes where I was a driver or co-driver and where those crashes were reported to FMCSA, regardless of fault. Similarly, I understand all inspections, with or without violations, will appear

on my PSP report, and State citations associated with FMCSR violations that have been adjudicated by a court of law will also appear, and remain, on my PSP report. I have read the above Disclosure Regarding Background Reports provided to me by Prospective Employer and I understand that if I sign this Disclosure and Authorization, Prospective Employer may obtain a report of my crash and inspection history. I hereby authorize Prospective Employer and its employees, authorized agents, and/or affiliates to obtain the information authorized above.

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

\_\_\_\_\_

Signature

\_\_\_\_\_

Name (Please Print)

NOTICE: This form is made available to monthly account holders by NIC on behalf of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA). Account holders are required by federal law to obtain an Applicant's written or electronic consent prior to accessing the Applicant's PSP report. Further, account holders are required by FMCSA to use the language contained in this Disclosure and Authorization form to obtain an Applicant's consent. The language must be used in whole, exactly as provided. Further, the language on this form must exist as one stand-alone document. The language may NOT be included with other consent forms or any other language.

*LAST UPDATED 12/22/2015*