



Name: _____

Emp #: _____

Date of Hire: _____

Pay: _____

Position: _____

Division: 01 03 04

DL New Hire Check List

- Employment Application
- Copy of Driver's License
- Copy of Social Security Card
- I-9 Form
- W-4 Form
- Direct Deposit Form
- Emergency Contact List
- Drug Test Control Form and Test Results
- Medical Exam Certificate
- Fair Credit Reporting Act Disclosure Statement
- Release of DOT Drug and Alcohol Test Results from Previous Employer(s)
- Urinalysis Consent Form
- Drug & Alcohol Policy
- Drug & Alcohol Awareness Training
- PHMSA Drug & Alcohol Testing Acknowledgement
- SWAP, Missing Work, Absentee, Return to Work Policies, Statement of Management
- Company Credit Card Policy
- Company-Issued Electronic Devices Policy
- Social Media Policy
- Acknowledgement of Worker's Compensation Network
- Driving Policy
- Release to Investigate
- Driver's Certification of Violations
- Work Questionnaire
- Certificate for Single License Compliance
- Driver's Statement of On Duty Hours
- Background Check
- Reported to Texas New Hire Program
- Motor Vehicle Report
- New Hire Orientation Videos with Tests



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

▶ **START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.**

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>		Middle Initial	Other Last Names Used <i>(if any)</i>	
Address <i>(Street Number and Name)</i>			Apt. Number	City or Town		State ZIP Code
Date of Birth <i>(mm/dd/yyyy)</i>	U.S. Social Security Number □□□□ - □□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____</p>	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee	Today's Date <i>(mm/dd/yyyy)</i>
-----------------------	----------------------------------

Preparer and/or Translator Certification (check one):
 I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date <i>(mm/dd/yyyy)</i>	
Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>	
Address <i>(Street Number and Name)</i>		City or Town	State ZIP Code

Employer Completes Next Page



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ **(See instructions for exemptions)**

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative		Employer's Business or Organization Name Bobcat Contracting LLC	
Employer's Business or Organization Address (Street Number and Name) 1721 HCR 3106		City or Town Hillsboro	State TX	ZIP Code 76645

Section 3. Reverification and Rehires *(To be completed and signed by employer or authorized representative.)*

A. New Name (if applicable)			B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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Employee's Withholding Certificate

▶ **Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.**
▶ **Give Form W-4 to your employer.**
▶ **Your withholding is subject to review by the IRS.**

2021

Step 1: Enter Personal Information	(a) First name and middle initial	Last name	(b) Social security number
	Address		▶ Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
	City or town, state, and ZIP code		
	(c) <input type="checkbox"/> Single or Married filing separately <input type="checkbox"/> Married filing jointly or Qualifying widow(er) <input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, when to use the estimator at www.irs.gov/W4App, and privacy.

Step 2: Multiple Jobs or Spouse Works

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

(a) Use the estimator at www.irs.gov/W4App for most accurate withholding for this step (and Steps 3–4); **or**

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for roughly accurate withholding; **or**

(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld ▶

TIP: To be accurate, submit a 2021 Form W-4 for all other jobs. If you (or your spouse) have self-employment income, including as an independent contractor, use the estimator.

Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

Step 3: Claim Dependents	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly): Multiply the number of qualifying children under age 17 by \$2,000 ▶ \$ _____ Multiply the number of other dependents by \$500 ▶ \$ _____ Add the amounts above and enter the total here 3 \$ _____		
Step 4 (optional): Other Adjustments	(a) Other income (not from jobs). If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income	4(a)	\$ _____
	(b) Deductions. If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here	4(b)	\$ _____
	(c) Extra withholding. Enter any additional tax you want withheld each pay period	4(c)	\$ _____

Step 5: Sign Here	Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.		
	▶ _____ ▶		▶ _____ ▶
	Employee's signature (This form is not valid unless you sign it.)		Date

Employers Only	Employer's name and address	First date of employment	Employer identification number (EIN)
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PO BOX 663 • 1721 HCR 3106
HILLSBORO, TX 76645
PHONE: 254-582-0205 • FAX: 866-582-3199

PAYROLL AUTHORIZATION AGREEMENT

DIRECT DEPOSIT

I (we) hereby authorize Bobcat Contracting LLC/Bobcat Electrical & Instrumentation LLC/Bobcat Crane LLC, hereinafter called COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for credit entries in error to my Checking and/or Savings account indicated at the depository named on the provided documentation, hereafter called DEPOSITORY, to credit and/or debit the same to such account. This authority is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Routing: _____ Account: _____

PAY CARD

I would like to sign up for a pay card, onto which my weekly earnings will be placed. I understand there is a service fee for the use of this pay card. I also understand this pay card must be activated by following the directions provided before it will be active and available for use.

By signing below, I give COMPANY permission to send my pay stub to the email address listed below. I also give permission for other business communications to be sent to my email, including but not limited to W-2s. I understand all pay stubs and W-2s will be sent electronically, and I will not receive a paper copy in the mail. I acknowledge that it is my responsibility to check my email for these documents.

Name (Please Print): _____

Email Address: _____

Birthdate: _____ Social Security Number: _____

Signed: _____ Date: _____



Emergency Contact List

Please enter two emergency contacts:

Name: _____

Relationship: _____

Home Phone: _____

Work/Cell: _____

Name: _____

Relationship: _____

Home Phone: _____

Work/Cell: _____



**PO BOX 663 • 1721 HCR 3106
HILLSBORO, TX 76645
PHONE: 254-582-0205 • FAX: 866-582-3199**

FAIR CREDIT REPORTING ACT DISCLOSURE STATEMENT

In accordance with the provisions 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.

SIGNATURE

DATE

PRINT NAME

SOCIAL SECURITY NUMBER



PO BOX 663 · 1721 HCR 3106
HILLSBORO, TX 76645
PHONE: 254-582-0205 · FAX: 866-582-3199

APPLICANT AUTHORIZATION TO RELEASE DOT DRUG/ALCOHOL TEST RESULTS
SECTION 1: TO BE COMPLETED BY APPLICANT

I, _____, understand that as a condition of hire with the above named Company, that I must consent to the release of all DOT mandated drug and alcohol information from all the employers for which I worked in a DOT safety-sensitive position, or for which I took a DOT pre-employment drug test, during the previous two (2) years as required by DOT Part 40.25, (or three (3) years as required by Part 391.23 for any driver of a commercial motor vehicle). Bobcat Contracting LLC, as the hiring company, will receive the information.

[] I have NOT worked in a DOT safety-sensitive position for a DOT regulated company in the past 2 years (3 years for CMV drivers, 5 years for pilots). Proceed to sign and date form below.

I hereby authorize the following previous employer/company to furnish to Bobcat Contracting LLC the DOT information requested in Section 2 below.

Previous Employer: _____ Dates of Employment: _____ to _____

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

Phone: _____ Fax: _____ Contact: _____

(Complete additional form for each previous DOT employer)

Certification: I have read and fully understand this authorization to release my previous drug and alcohol test information, identified by the questions below, to Bobcat Contracting LLC. I hereby acknowledge that failure to provide accurate information in response to this request for release of information could negatively affect my employment offer or subject me to disciplinary action up to and including termination if later discovered after my employment with the Company begins.

Signature of Applicant Social Security Number Date

Fax completed form to: 866-582-3199
Email to: hr@bobcatcontracting.com

RELEASE OF PREVIOUS EMPLOYER'S DOT DRUG/ALCOHOL TESTING RESULTS
SECTION 2: TO BE COMPLETED BY PREVIOUS EMPLOYER

In accordance with DOT regulations, the Company, named above, is required to obtain – and as a Previous Employer, you are required to release – DOT drug and alcohol information, listed below, concerning the Applicant/Employee, named above. This information request covers any period of employment of the Applicant/Employee by you going back 2 years (3 years for CMV drivers), from the date of this request. Please complete the following:

- YES NO
1. Any DOT alcohol test results of 0.04 or greater during the previous three years?
2. Any DOT positive drug test results?
3. Refusal to submit to a DOT required drug / alcohol test? (incl. adulterated or substituted results)
4. Other violations of DOT drug and alcohol testing regulations?
5. Did a previous employer report a drug / alcohol rule violation to you?
6. If "yes" for any of the above items, did the employee complete the return-to-duty process?*

[] 7. Was the Applicant/Employee employed by you but NOT subjected to DOT regulations?

*Note: If "yes" for item 5, you must provide the previous employer's report. If "yes" for item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Name of Person Completing Form Title Phone Date



PRE-EMPLOYMENT URINALYSIS CONSENT FORM

BOBCAT CONTRACTING LLC enforces the Federal Motor Carrier Safety Regulations, Section 391.103 and revisions thereof concerning Pre-employment Substance Abuse testing.

382.301 Pre-employment testing requirements

- (a) A motor carrier shall require a driver applicant who the motor carrier intends to hire or use to be tested for the use of controlled substances as a pre-qualification condition.
- (b) A driver applicant shall submit to controlled substance testing as a pre-qualification condition.

I agree to the urine sample collection and controlled substance testing, as a condition of my employment.

I understand a positive test for controlled substances will medically disqualify me from consideration as a Driver for this Company.

I have read and understand the above conditions for the Pre-Employment Urinalysis and hereby freely give my consent.

PART 40.25 (5) (j) Pre-employment testing with other employers

I, as a prospective driver for this company, also state that I

_____ HAVE

_____ HAVE NOT

tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which I have applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years.

APPLICANT'S NAME (PRINT)

APPLICANTS SIGNATURE

MONTH DAY YEAR

WITNESSED BY:

COMPANY REPRESENTATIVE

DRUG AND ALCOHOL POLICY

AGREEMENT

I certify that I have been provided with a copy of the D.O.T. Drug and Alcohol Policy and that I have read and understand that policy. I also understand that by accepting employment or contracting with BOBCAT CONTRACTING LLC, I have and do consent to submit to screening for alcohol and/or drug as set forth in this policy or under current D.O.T. regulations. I also understand and agree to comply with all BOBCAT CONTRACTING LLC'S company policies, as well as those policies or regulations promulgated by the Federal Highway Administration, the D.O.T. or any other federal, state or local statutes, laws or rules governing the use or abuse of drugs or alcohol. I also understand my failure to honor the terms of this Agreement is grounds for the termination of my employment or contract or BOBCAT CONTRACTING LLC'S refusal to accept my application for employment or contract with BOBCAT CONTRACTING LLC.

Signature

Printed Name

Date

DRUG AND ALCOHOL AWARENESS TRAINING

The undersigned hereby certifies that he/she has received the educational materials and Department of Transportation rules and regulations regarding drug and alcohol testing which the company is required to provide under 49 C.F.R. 382.601.

Signature

Date

BOBCAT CONTRACTING

**ACKNOWLEDGMENT AND AGREEMENT
WITH RESPECT TO DRUG AND ALCOHOL TESTING**

I acknowledge, by signing this form, that my full compliance with the Anti-Drug and Alcohol Misuse Prevention Plan (the "Plan") and DOT drug and alcohol regulation requirements is a condition of my initial and continued employment with the Company. I understand and agree that I may be discharged or otherwise disciplined for any drug and/or alcohol violation, committed by me, as cited in the Plan and/or in the DOT drug and alcohol regulatory requirements.

I also acknowledge, by signing this form, that a copy of the Plan has been made available to me and that I have read and understand the requirements of the Company and DOT drug and alcohol program. I have also been provided with informational materials on the dangers and problems of drug abuse and alcohol misuse.

Signed, this the _____ day of _____, 20 _____.

Employee Name (Please Print)

Employee Signature

PHMSA DRUG/ALCOHOL PLAN

NATIONAL COMPLIANCE MANAGEMENT SERVICE, INC. (NCMS) 2011 (update 2018).

The NCMS plan is the subject of a registered copyright and is protected by copyright laws in the U.S. and elsewhere. All rights reserved.



**STOP WORK AUTHORITY PROCEDURE
MISSING WORK/ABSENTEE POLICY
RETURN TO WORK POLICY
STATEMENT OF MANAGEMENT COMMITMENT**

I acknowledge that I have read and understand the stop work authority procedure and policies regarding missing work, absentee and returning to work. I have read and understand the statement of management commitment. I agree to abide by the rules and regulations outlined in the procedure, policies and commitment agreements. I understand any deviation of the policies, procedures and commitments could result in disciplinary action including possible suspension and/or termination.

Employee Signature

Date



**COMPANY CREDIT CARD USE
AGREEMENT**

I certify that I understand and agree to abide by the Company's policy regarding use of company-issued credit cards, a copy of which I have received, and which has been explained to me. I agree that if I make any personal purchases (i.e., transactions for the benefit of anyone or anything other than the Company) in violation of that policy, the amount of such purchases is an advance of future wages payable to me, that the Company may deduct that amount from my next paycheck, and that if there is a balance remaining after such deduction, the Company may deduct the balance of the wage advance from my future paychecks until the amount is repaid in full. I further agree that if I make any non-personal transactions in violation of the policy in question, i.e., incur financial liability on the Company's part that is not within the scope of my duties or my authorization to make business-related purchases, I am financially responsible for any such expenses and agree to reimburse the Company via wage deductions for such amounts until the unauthorized amounts are fully repaid. I also agree to email all credit card receipts to receipts@bobcatcontracting.com at the time of purchase, and failure to do so in a timely manner means I am financially responsible for any such expenses and agree to reimburse the Company via wage deductions for such amounts until the unauthorized amounts are fully repaid. I understand any violation of this policy may result in disciplinary action up to and including termination.

Employee Signature

Date



**COMPANY-ISSUED ELECTRONIC DEVICES
AGREEMENT**

I certify that I understand and agree to abide by the Company's policy regarding use of company-issued electronic devices, a copy of which I have received, and which has been explained to me. I agree if I incur any overage charges, the amount of such charges is an advance of future wages payable to me, that the Company may deduct that amount from my next paycheck, and that if there is a balance remaining after such deduction, the Company may deduct the balance of the wage advance from my future paychecks until the amount is repaid in full. I further understand that if I am unable to return a device in good working condition, including being clear of passwords and passcodes, I may be charged for the price of a replacement item. I am financially responsible for any such expenses and agree to reimburse the Company via wage deductions for such amounts until the amounts are fully repaid. I understand any violation of this policy may result in disciplinary action up to and including termination.

Employee Signature

Date



**SOCIAL MEDIA POLICY
AGREEMENT**

I certify that I understand and agree to abide by the Company's policy regarding social media, a copy of which I have received, and which has been explained to me. I understand any violation of this policy may result in disciplinary action up to and including termination.

Employee Signature

Date



WORKWELL, TX

Employee Acknowledgment of Workers' Compensation Network

I have received information that informs me how to get health care under my employer's workers' compensation insurance.

If I am hurt on the job and live in a service area described in this packet, I understand that:

- I must choose a treating doctor from the list of doctors in the network. Or, I may ask my HMO primary care physician to agree to serve as my treating doctor. If I select my HMO primary care physician as my treating doctor, I will call Texas Mutual Insurance Company at (844) 867-2338 to notify them of my choice.
- I must go to my treating doctor for all health care for my injury. If I need a specialist, my treating doctor will refer me to a specialist. If I need emergency care, I may go anywhere.
- Texas Mutual will pay the treating doctor and other network providers for the treatment for my compensable injury.
- I may have to pay the bill if I get health care from someone other than a network doctor without prior network approval.

Knowingly making a false workers' compensation claim may lead to a criminal investigation that could result in criminal penalties such as fines and imprisonment.

Signature

Date

Printed name

I live at: _____

Street address

City

State

Zip code

Name of employer: _____

Name of network: WorkWell, TX

To the employer:

Each employee must sign this form when you begin the program or within 3 days of being hired, and at the time an injury occurs. Please indicate at which point this acknowledgement was completed.

- Initiating the network program (companywide)
- Initial employee notification (new hire)
- Injury notification (Date of injury: / /)

Keep this completed form in the employee's personnel file. It could be requested by Texas Mutual.



DRIVING POLICY

I acknowledge that I have read the Driving Policy of Bobcat Contracting LLC and will abide by the rules and guidelines outlined in the policy. I understand that any deviation of the policy could result in disciplinary action including possible suspension and/or termination.

SIGNATURE

DATE



RELEASE AND AUTHORIZATION TO OBTAIN CONSUMER AND/OR INVESTIGATIVE CONSUMER REPORT(S)

I, the undersigned, hereby consent, authorize and release Bobcat Contracting LLC, its affiliated companies, its subcontractors, and/or its agents (collectively, herein after referred to as "the Company") to procure consumer reports on me including but not limited to information concerning my character and general reputation. These reports may be obtained through, but not limited to the following sources: motor vehicle reports, social security number verifications, present and former addresses, criminal and civil history/records, and any other public records.

I hereby release any and all persons, business entities, third party agencies, and governmental agencies providing information, whether public or private, from any and all liability, claims and/or demands, by me, my heirs or others making such claim or demand on my behalf for providing consumer report(s) and/or investigative consumer report(s) authorized therein.

I authorize without reservation the Railroads for which the Company provides services for to access to my information in order to determine if I am eligible to perform work on their property.

Further, if I am selected as an employee or an employee of an Independent Contractor for the Company I understand and authorize that a periodic investigation may be required for the duration of my association with the Company. I understand that this release and authorization shall remain in effect for the duration of my association with the Company. Additionally, I hereby authorize the Company to investigate and incidents of workplace misconduct made against or involving me both during and after the term of my association with the Company.

I understand and agree that any information provided by me that is found to be false, incomplete or misrepresented in any respect in the Company's sole judgment, will be cause to cancel further consideration of my application for employment and/or contracting services whenever such discrepancies are discovered. Further, I understand that by requesting this information that no promise of employment is being made. I am willing that a photocopy of this authorization will be accepted with the same authority as the original.

I HEREBY CERTIFY THIS FORM WAS COMPLETED BY ME, AND THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT AS OF THE DATE HEREOF.

Signature: _____ Date: _____

Please Print:

Name: _____
First Middle Last

*Date of Birth: _____

Social Security Number: _____ - _____ - _____ Gender (check one): _____ Male Female

Driver's License Number: _____ Issuing State: _____ Expiration: _____

Daytime Phone Number: _____ Email Address: _____

Other Names Used (alias, maiden, nickname): _____

Current Address: _____
Street Number and Street Name Apt #
City State Zip

Are you applying for a position in California, Minnesota or Oklahoma? Yes ___ No ___
If yes would you like a copy of any consumer reports requested sent to you? Yes ___ No ___ N/A ___

*Note: Date of Birth Information is required for identification purposes only, and is in no manner used as qualifying for joining the Company. The Company does not discriminate on the basis of sex, religion, veteran status, age or disability.



MOTOR VEHICLE DRIVER'S CERTIFICATION

Each motor carrier shall, at least once every 12 months, require each driver it employs to prepare and furnish it with a list of all violations of motor vehicle traffic laws and ordinances (other than violations involving only parking) of which the driver has been convicted or on account of which he has forfeited bond or collateral during the preceding 12 months.

Each driver shall furnish the list required in accordance with the above paragraph. If the driver has not been convicted of, or forfeited bond or collateral on account of, any violation which must be listed he/she shall so certify.

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.

____NONE (Place checkmark or X if you have no violations as stated above.)

DATE	OFFENSE	LOCATION	TYPE OF VEHICLE OPERATED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Driver's License Number: _____ Issuing State: _____ Expiration date: _____

Signature

Date

BOBCAT CONTRACTING LLC
(Motor Carrier Name)

1721 HCR 3106 HILLSBORO, TX 76645
(Motor Carrier Address)

Reviewed by: (Signature)

Title



PO BOX 663 • 1721 HCR 3106
HILLSBORO, TX 76645
PHONE: 254-582-0205 • FAX: 866-582-3199

WORK QUESTIONNAIRE

THIS QUESTIONNAIRE IS INTENDED TO NOTIFY DRIVERS OF THE REQUIREMENTS OF 395.2 (8) (9) AS IT PERTAINS TO **ON-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 he/she is relieved from work and all responsibility for performing work. On-duty time shall include:

- (8) Performing any other work in the capacity of, or in the employ or service of, a common, contract or private motor carrier; and
- (9) Performing any compensated work for any nonmotor carrier entity.

I HEREBY CERTIFY THAT I AM FAMILIAR WITH FMCSR 395.2 AND SPECIFICALLY WITH THE REQUIREMENTS OF PARAGRAPHS (8) AND (9). I ALSO REALIZE THAT I AM REQUIRED TO AND WILL REPORT ANY TIME WORKED FOR OTHER PARTIES TO MY EMPLOYER TO ENSURE PROPER COMPLIANCE WITH THE HOURS OF SERVICE REQUIREMENTS AS STATED IN PART 395 OF THE FMCSR.

DRIVER'S SIGNATURE

DATE

COMPANY REPRESENTATIVE

DATE



PO BOX 663 · 1721 HCR 3106
HILLSBORO, TX 76645
PHONE: 254-582-0205 · FAX: 866-582-3199

**DRIVER CERTIFICATION OF COMPLIANCE
WITH DRIVER LICENSE REQUIREMENTS**

DRIVER REQUIREMENTS: Parts 383 and 391 of the Federal Motor Carrier Safety Regulations contain some requirements that you as a driver must comply with. These requirements are in effect as of July 1, 1987. They are as follows:

- 1) You, as a commercial vehicle driver, may not possess more than one license. The only exception is if a state requires you to have more than one license. This exception is allowed until January 1, 1990.

If you currently have more than one license, you should keep the license from your state of residence and return the additional licenses to the states that issued them. DESTROYING a license does not close the record in the state that issued it; you should notify the state. If a multiple license has been lost, stolen, or destroyed, you should close your record by notifying the state of issuance that you no longer want to be licensed by that state.

- 2) Sections 392.42 and 383.33 of the Federal Motor Carrier Safety Regulations require that you notify your employer the **NEXT BUSINESS DAY** of any revocation or suspension of your driver's license. In addition, Section 383.31 requires that any time you violate a state or local traffic law (other than parking), you must report it to your employing motor carrier and the state that issued your license **within 30 days**.

DRIVER CERTIFICATION: I certify that I have read and understood the above requirements.

The following license is the **only one I will possess:**

Driver's License # _____ State _____ Exp. Date _____

Driver's Signature: _____ Date: _____



**DRIVER STATEMENT OF ON-DUTY HOURS
DRIVER CERTIFICATION FOR OTHER COMPENSATED WORK
For Newly Hired Drivers**

Motor carriers, when using a driver for the first time, shall obtain from the driver a signed statement giving the total time on-duty during the immediate preceding 7 days and time at which such driver was last relieved from duty prior to beginning work for such carrier. Rule 395.8(j)(2) Federal Motor Carrier Safety Regulations. NOTE: Hours for any compensated work during the preceding 7 days, including work for a non-motor carrier entity, must be recorded on this form.

Driver Name (Print): _____ Social Security: _____

Type of License: _____ License Number: _____

Class: _____ Endorsements: _____ Restrictions: _____

Day	Yesterday	2	3	4	5	6	7	
Date								
Hours Worked								Total Hours

I hereby certify that the information given above is correct to the best of my knowledge and belief, and that I was last relieved from work at:

Time: _____ am pm Date: _____

When employed by a motor carrier, a driver must report to the carrier all on-duty time including time working for other employers. The definition of on-duty time found in Section 395.2 paragraphs (8) and (9) of the Federal Motor Carrier Safety Regulations includes time performing any other work in the capacity of, or in the employ or service of a common, contract or private motor carrier, also performing any compensated work for any nonmotor carrier entity.

Are you currently working for another employer? **YES** **NO**

At this time, do you intend to work for another employer while still employed by this company? **YES** **NO**

I hereby certify that the information given above is true and I understand that once I become employed with this company, if I begin working for any additional employer(s) that I must inform this company immediately of such activities.

Signature: _____ Date: _____

Witness: _____ Date: _____



PO BOX 663 · 1721 HCR 3106
HILLSBORO, TX 76645
PHONE: 254-582-0205 · FAX: 866-582-3199

EMPLOYEE POLICY PACKET

- Drug and Alcohol Policy Issued Pursuant to DOT Regulations
- Drug and Alcohol Awareness Training
- Stop Work Authority Procedure
- Missing Work, Absentee, Return to Work Policies
- Statement of Management Commitment
- Company Credit Card Policy
- Company-issued Electronic Devices Policy
- Social Media Policy
- Driving Policy
- Employee Notice of Worker's Compensation



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DRUG AND ALCOHOL POLICY ISSUED PURSUANT TO D.O.T. REGULATIONS

1. **Introduction.** Alcohol and drug abuses, in the workplace, are a national problem. BOBCAT CONTRACTING LLC has a strong commitment to its employees, customers, contractors, and the general public to provide an alcohol and drug-free environment. BOBCAT CONTRACTING LLC recognizes that a drug-free and alcohol-free workplace is especially important in the transportation industry because of the responsibility to serve the public safely and without interruption. A driver who uses drugs or alcohol represents a hazard to himself or herself and the general public. Therefore, consistent with those commitments, BOBCAT CONTRACTING LLC has revised its policy regarding alcohol and drugs, to be in compliance with the most recent U.S. Department of Transportation (D.O.T.) regulations.
2. **Applicability.** This policy applies to all BOBCAT CONTRACTING LLC'S employees and contractors, who are subject to D.O.T. regulations, including but not limited to, drivers, contract drivers, and driver applicants. All employees subject to D.O.T. regulations are collectively referred to in this policy as "drivers". This policy is effective immediately; however, this is subject to changes if and when the D.O.T. issues additional or amended regulations.
3. **Prohibited Conduct.** It is a violation of company policy, which will subject a driver to disciplinary action, including but not limited to, immediate termination of a driver's employment or contract for a driver to:
 - a) Consume, possess, sell or purchase any alcoholic beverage on BOBCAT CONTRACTING LLC premises (including any office, building, terminal, yard or other property owned or operated by BOBCAT CONTRACTING LLC or any other location at which the employee is to perform work) or in any BOBCAT CONTRACTING LLC owned or leased vehicle.
 - b) Use, possess, sell, transfer (whether for consideration or for free) or purchase any illegal drugs on BOBCAT CONTRACTING LLC'S premises (including any office, building, terminal, yard or other property owned or operated by BOBCAT CONTRACTING LLC or any other location at which the employee is to perform work) or in any BOBCAT CONTRACTING LLC owned or leased vehicle. The term illegal drug is defined to include marijuana, cocaine, opiates, amphetamines and phencyclidine or any other controlled substances which is not being used for a prescribed purpose and which may alter an individual's mental or physical capacity (except as permitted by Federal Highway Administration or D.O.T. regulations).
 - c) Report for duty or drive while impaired by use of any of the above mentioned illegal drugs or alcoholic beverages. The term "impaired" or "impairment" means to be under the influence of alcohol or a drug or controlled substance so that a driver's motor senses (sight, hearing, balance, reflex or reaction) are adversely affected or may be presumed to be so affected.

NOTE: A driver MAY use a drug or controlled substance IF it has been prescribed or administered by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties and who has advised the driver that the drug or substance will not adversely affect the driver's ability to safely operate a motor vehicle. Use of a prescribed drug in compliance with the above requirements shall serve as an affirmative defense, to be proven by the driver through clear convincing evidence, following a positive test result. However, abuse of a prescribed drug is prohibited.

4. ***Drug and Alcohol Testing.*** To help ensure an alcohol and drug-free workplace and to comply with D.O.T. regulations, BOBCAT CONTRACTING LLC'S drivers are subject to testing for the use of drug and alcohol in a manner prescribed by the D.O.T. Specifically, BOBCAT CONTRACTING LLC'S drivers will be tested in the following circumstances.
 - a) *Pre-employment.* All driver-applicants are subject to pre-qualification drug testing during the application process and as part of determining an applicant's qualifications under D.O.T. regulations. Refusal to submit to such testing will render the driver-applicant medically unqualified to operate a commercial vehicle and the driver-applicant will be rejected for employment.
 - b) *Random.* All drivers will be subject to unannounced drug testing, at any time on a random selection basis, as a condition of continued employment as a driver. The number of annual tests shall equal at least 50 % of the average number of drivers subject to testing. During the initial 12 month period following institution of random testing, the testing shall be reasonably spread out through that 12 month period.
 - c) *Reasonable Cause.* Where there is reasonable cause to believe a driver has reported to work or is working (including but not limited to driving) while impaired because of the use of illegal drugs or alcohol, the driver will be required to submit to drug and/or alcohol testing. A driver's conduct must have been witnessed by at least two supervisors (or one, if only one is available) who have been trained in the identification of actions, appearance, conduct of a commercial motor vehicle driver which are indicative of the use of illegal drugs or alcohol. The witness(es) will document the observed conduct within 24 hours or before the release of the test results, whichever is earlier.

Refusal to submit to periodic, random or reasonable cause testing will result in a driver not being qualified to drive until such driver submits to testing and tests negative. Refusal to submit to such testing will subject a driver to disciplinary action, including but not limited to, the immediate termination of employment or contract.

- d) *Post-accident.* Any driver who is involved in a reportable accident as described or defined by the D.O.T. must submit to drug and/or alcohol testing as provided by the D.O.T. regulations. As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver shall be tested for alcohol and/or controlled substance if:
- i) the accident involved a fatality; or
 - ii) the driver received a citation under a state or local law for a moving traffic violation arising from the accident; and
 - iii) there is an injury to any person, which requires treatment away from the scene, or any vehicle must be towed from the scene.

A driver subject to post-accident testing must remain available for testing or the employer may consider the driver to have refused to submit to post accident testing. A driver subject to post-accident testing must refrain from consuming alcohol for eight (8) hours following the accident or until an alcohol test has been administered, whichever is first.

Refusal to submit to post-accident testing is a violation of BOBCAT CONTRACTING LLC'S policy, as well as Federal Highway Administration Regulations and will result in a driver not being qualified to drive until the driver submits to testing and tests negative. If an accident results in a fatality and the driver either refuses post-accident testing or test positive as the result of a post-accident test, such refusal or positive test will disqualify the driver from driving for not less than one year and will result in immediate termination of his or her employment or contract.

5. **Testing Methods and Collection Procedures.** Drug and alcohol testing under this policy will be administered pursuant to the D.O.T. regulations contained in 49 C.F.R. Part 40.1, et seq., or as amended by the D.O.T. in the future.

No driver shall be allowed to perform a safety sensitive function unless the result of any breath alcohol test indicates a breath level of less than 0.02 and BOBCAT CONTRACTING LLC has received a controlled substance test result from Medical Review Officer (MRO) indicating a verified negative result.

If a driver's test results indicate a blood alcohol concentration of 0.02 or greater, but less than 0.04, the driver shall not be permitted to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but in no event, not less than 24 hours following the administration of the test.

No driver shall perform any safety-sensitive function if BOBCAT CONTRACTING LLC obtains information indicating that the driver tested positive for controlled substances, tested at or above 0.04 breath alcohol concentration or refused a test unless BOBCAT CONTRACTING LLC has evidence that the driver has been evaluated by a substance abuse professional, completed any required counseling, passed a return to duty test, and been subject to follow up testing.

6. **Test Results Notification and Confidentiality.** Test results will be reviewed by a qualified Medical Review Officer (MRO) as defined by D.O.T. regulations. Refusal to submit to testing or a positive will result in a driver being considered medically unqualified to drive and will subject the driver to disciplinary action, including, but not limited to, immediate termination of employment. Drivers will be notified of the test results in conformity with D.O.T. regulations. The MRO will be the sole custodian of the test results and shall maintain such records in accordance with D.O.T. regulations. The MRO will advise BOBCAT CONTRACTING LLC only whether a test was positive (indicative of the presence of drugs or alcohol) or negative. Test Results will not be released to any other party without written authorization of the tested driver or pursuant to D.O.T. regulations. Records relating to the administration of drug and alcohol testing and the results of the drug testing program will be maintained by BOBCAT CONTRACTING LLC according to D.O.T. regulations.

7. **Employee Assistance Program.** BOBCAT CONTRACTING LLC subscribes to an Employee Assistance Referral System (EAP) which provides in-house training sessions through the use of videos or documents for drivers and supervisory personnel. The training sessions (which are held separately for drivers and supervisors) provide information on the consequences of drug and alcohol use on health, safety and work environment and inform employees and supervisors of the manifestations and behavioral changes that may indicate drug and/or alcohol use.

BOBCAT CONTRACTING LLC'S alcohol and drug program administrator who is designated to monitor, facilitate and answer questions pertaining to these procedures is:

HUMAN RESOURCES DEPARTMENT
BOBCAT CONTRACTING LLC
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Hillsboro, TX 76645
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DRUG AND ALCOHOL AWARENESS TRAINING

ALCOHOL

Although used routinely as a beverage for enjoyment, alcohol can have negative physical and mood altering effects when abused. These physical or mental alterations in a driver may have serious personal and public safety risks.

HEALTH EFFECTS

An average of three or more servings per day of beer (12 oz.), whisky (1 oz.), or wine (6 oz.) over time may result in the following health hazards:

- * Dependency
- * Kidney disease
- * Ulcers
- * Spontaneous abortion and neonatal mortality
- * Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant Melanoma
- * Fatal liver diseases
- * Pancreatitis
- * Decreased sexual functions
- * Birth defects

SOCIAL ISSUES

- 2/3 of all homicides are committed by people who drink prior to the crime.
- 2-3% of the driving population are legally drunk at any one time. This rate doubles at night and on weekends.
- 2/3 of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.
- The separation and divorce rate in families with alcohol dependency problems is 7 times the average.
- 40% of family court cases are alcohol related.
- Alcoholics are 15 times more likely to commit suicide.
- More than 60% of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol-related.
- Over 17,000 fatalities occurred in 1993 in highway accidents, which were alcohol related. This was 43% of all highway fatalities.
- 30,000 people will die each year from alcohol caused liver disease.
- 10,000 people will die each year due to alcohol-related brain disease or suicide.
- Up to 125,000 people die each year due to alcohol-related conditions or accidents.

WORKPLACE ISSUES

- It takes one hour for the average person (150 pounds) to process one serving of alcohol from the body.
- Impairment can be measured with as little as 2 drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person is.

DRUGS

MARIJUANA

HEALTH EFFECTS

- Emphysema-like conditions
- One joint contains cancer-causing substances equal to 10 cigarettes.
- One joint causes the heart to race and be overworked. People with heart conditions are at risk.
- Marijuana is commonly contaminated with fungus *Aspergillus*, which can cause serious respiratory tract and sinus infections.
- Lowers the body's immune system response, making users more susceptible to infection.
- Chronic smoking causes changes in brain cells and brain waves. The brain does not work as efficiently or effectively. Long-term brain damage may occur.
- Tetrahydrocannabinol (THC) and over 60 other chemicals in Marijuana concentrate in the ovaries and testes.
- Chronic smoking in males may cause a decrease in testosterone and an increase in estrogen. As a result, the sperm count is reduced, leading to temporary sterility and in female's cause a decrease in fertility.
- A higher than normal incidence of stillborn births, early termination of pregnancy, and higher infant mortality rate during the first few days of life are common in pregnant marijuana smokers.
- THC causes birth defects including brain damage, spinal cord, forelimbs, liver, and water on the brain and spine in test animals.
- Fetal may decrease visual functioning.
- Users mental function can display the following effects; delayed decision making, diminished concentration, impaired short term memory, impaired signal detection, impaired tracking, erratic cognitive function, distortion of time estimation

WORKPLACE ISSUES

- THC is stored in body fat and slowly released.
- Marijuana smoking has long term effects on performance.
- Increased THC potency in modern marijuana dramatically compounds the side effects.
- Combining alcohol or other depressant drugs with marijuana increases the impairing effects of both.

COCAINE

Used medicinally as a local anesthetic. When abused, it becomes a physical and mental stimulant. The entire nervous system is activated. Muscles tense, heart beats faster and stronger, and the body burns more energy. The release of neurohormones associated with mood elevation effects the brain with stimulation.

HEALTH EFFECTS

- Habitual use can upset the chemical balance of the brain, and as a result damage to critical nerve cells, which can speed up the aging process. Parkinson's Disease could also occur.
- Causes the heart to beat harder and faster and rapidly increases blood pressure. It also causes spasms of blood vessels in the brain and heart. Both lead to ruptured vessels causing strokes and heart attacks.
- Usually mental dependency occurs within days for "crack" or within months for snorting coke. Cocaine causes the strongest mental dependency of all the drugs.
- Treatments for this drug have less success rates than with any other chemical dependency.
- Dangerous when used with other depressants. Overdose can be fast and fatal as well as not medically reversible.

WORKPLACE ISSUES

- Extreme mood and energy swings create instability. Sudden noise causes a violent reaction.
- Lapses in attention and ignoring warning signals increase probability of accidents.
- High cost frequently leads to theft and/or dealing.

- Paranoia and withdrawal may create unpredictable or violent behavior.
- Performance is characterized by forgetfulness, absenteeism, tardiness, and missing assignments.

OPIATES

Narcotic drugs, which alleviate pain and produce sleep.

HEALTH EFFECTS

- Sharing needles can give users a higher risk of contracting diseases such as AIDS and Hepatitis.
- Can increase tolerance one has for pain and as a result, if a person on an opiate is injured he or she may not think they need medical attention when they really do.
- Narcotic effects are multiplied when combined with other depressants this can increase the risk of an accidental overdose.
- Because of tolerance, there is an ever-increasing need for more. With increased tolerance and dependency combined, there is a serious financial burden for the users.
- Strong mental and physical dependency occurs.

WORKPLACE ISSUES

- Side effects such as nausea, vomiting, dizziness, mental clouding and drowsiness place the user at risk for an accident.
- Causing impairment of physical mental functions.

AMPHETAMINES / METHAMPHETAMINES

Central nervous system stimulant that speeds up the mind and body

HEALTH EFFECTS

- Regular use causes strong psychological dependency and increased tolerance.
- High doses may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce heart attack or stroke due to increased blood pressure.
- Chronic use may cause heart or brain damage due to severe constriction of capillary blood vessels.
- Euphoric stimulation increases impulsive and risks taking behavior, including bizarre and violent acts.
- Withdrawal may result in severe physical and mental depression.

WORKPLACE ISSUES

- Since the drug alleviates the sensation of fatigue, it may be abused to increase alertness during periods of overtime or when unable to get rest.
- With heavy use or increasing fatigue, the short-term mental or physical enhancement reverses and becomes impairment.

PHENCYCLIDINE (PCP)

Often used as a large animal tranquilizer. Abused primarily for its mood altering effects. Low doses produce sedation and euphoric mood changes. Mood rapidly changes from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and blank stare. Sudden noises or physical shocks may cause a “freak out” in which the person has abnormal strength, violent behavior, and an inability to speak or comprehend.

HEALTH EFFECTS

- Potential for accidents and overdose emergencies are high due to the extreme mental effects combined with the anesthetic effect on the body.
- PCP, when combined with other depressants, including alcohol, increases the possibility of an overdose.
- If misdiagnosed as LSD induced, and treating with Thorazine, can be fatal.
- Irreversible memory loss, personality changes, and thought disorders may result.

WORKPLACE ISSUES

- Not common in the workplace because of the severe disorientation that occurs.
- There are four phases to PCP abuse: Acute toxicity (combativeness, catatonia, convulsions, coma), toxic psychosis, drug induced Schizophrenia, and depression

WHERE TO GO TO GET HELP DEALING WITH SUBSTANCE ABUSE

Places to get free information and assistance for substance abuse:

www.addict-help.com	or	1-800-390-4056
www.samhsa.gov	or	240-276-2420
http://www.dol.gov/asp/programs/drugs/workingpartners/dfworkplace/ea.asp		1-866-487-2365

Assistance is also available from:

- Community hotlines
- Self-help groups such as Alcoholics Anonymous, Narcotics Anonymous, Al-Anon, etc....
- Community mental health centers
- Private therapists or counselors
- Addiction treatment centers

It is an employee's responsibility to decide whether or not to seek help.

Addiction is treatable and reversible.

An employee's decision to seek help is a private one and will not be made public.



STOP WORK AUTHORITY PROCEDURE

1. Stop

When an employee or contractor perceives condition(s) or behavior(s) that pose imminent danger to person(s), equipment, or environment, he or she must immediately initiate a stop work intervention with the person(s) potentially at risk.

If the supervisor is readily available and the affected person(s), equipment or environment is not in imminent danger, coordinate the stop work action through the supervisor. The stop work action should clearly identify the action and should be initiated in a non-combative manner.

2. Notify

Notify affected personnel and supervisors of the stop work action. If necessary, stop work activities that are associated with the work area in question. Make the area(s) as safe as possible by removing personnel and stabilizing the situation.

3. Investigate

Affected personnel will discuss the situation and come to an agreement on the stop work action.

If all parties come to an agreement that the condition or behavior is safe to proceed without modifications, the affected process shall only resume after all parties agree that all concerns have been addressed. The SWA is complete at this point and no further steps are needed.

If it is determined and agreed the SWA is valid, A Stop Work Issuance Form will be completed. The condition(s) or behavior(s) that pose threats or imminent danger to person(s), equipment or the environment must be resolved before restarting work. Work will be suspended until a proper resolution is achieved.

4. Correct

Modifications to the affected area(s) will be made according to the corrections outlined in the Stop Work Issuance Form. The affected area(s) will then be inspected by competent person(s) to verify completeness of the modifications and to verify all safety issues have been properly resolved. The completion of modifications will then be noted on the Stop Work Issuance Form.

5. Resume

The affected area(s) will be reopened for work by personnel with restart authority, including but not limited to the client representative, senior management, and/or safe Operations Group. All affected



employees and contractors will be notified of what corrective actions were implemented and that work will recommence.

In the event an employee still believes it is unsafe, they will be assigned to another job with absolutely no retribution.

6. Follow-Up

Operations managers will provide the root cause analysis to the stop work action and identify any potential opportunities for improvement. The Safe Operations Group will publish the incident details regarding the stop work action to all operations managers and employees outlining the issue, corrective action and lessons learned. Management will promptly review all stop work reports in order to identify any additional investigation or required follow-up.

Stop Work Authority Conflict Resolution

It is important to have a defined process for conflict resolution in the event opinions differ in regards to the validity of a stop work action, corrective actions or the decision to resume work. All opinions should be noted. Persons with proper authority to make the final determination may include but are not limited to the client representative, senior management and Safe Operations Group managers who are not associated with the conflict.



MISSING WORK/ABSENTEE POLICY

As an employee of Bobcat Contracting, LLC it is imperative you show up for work every day. The superintendent cannot plan and perform the day's work on a project without his whole crew. Every member of the crew is important for a safe and efficient job. We are fully aware there are many unforeseen reasons as to why you must miss work on occasion.

THEREFORE IT IS YOUR RESPONSIBILITY AS THE EMPLOYEE TO INFORM YOUR SUPERINTENDENT IF YOU CAN NOT BE AT WORK. IF YOU MISS TWO (2) CONSECUTIVE DAYS WITHOUT CONTACTING YOUR SUPERINTENDENT, WE WILL ASSUME THAT YOU HAVE TERMINATED/ABANDONED YOUR EMPLOYMENT WITH OUR COMPANY. THE SUPERINTENDENT HAS THE RIGHT TO REPLACE YOUR POSITION WITH ANOTHER APPLICANT.

RETURN TO WORK POLICY

Bobcat Contracting, LLC is committed to providing a safe workplace for our employees. Preventing work-related injuries or illnesses is our primary goal. Our return to work program provides opportunities for an employee who is injured on the job to return to work at full duty. If the employee is not physically capable of returning to full duty, our return to work program provides opportunities, when available, to perform a temporary work assignment. An employee's regular assignment may be modified to accommodate the employee's physical capabilities, or alternate work will be assigned when possible.

STATEMENT OF MANAGEMENT COMMITMENT

It is the intent of Bobcat Contracting LLC to provide a safe working environment in all areas, for all employees. Accidents and injuries are prevented by controlling the work environment and the actions of the employees. Employee safety is to be the first consideration in the operation of this business. Employees must understand it is their personal responsibility for the prevention of injuries on and off the job.

Violations of safety rules or regulations or any behavior lacking in regard for one's own personal safety, or that of others, will not be tolerated. Any employee who fails to comply with the safety rules and regulations set forth in the Bobcat Contracting LLC safety program will be subjected to one or more of the following: oral warning, written warning, suspension and/or termination.

Bobcat Contracting, LLC provides our employees with medical care in the event of a work related injury. Our company doctor is Dr. Chris Teague at the Hill County Medical Center. In the event employees are working outside of the area, and the injury is not life-threatening, please contact the Safety Director for instructions.

All injuries must be reported no later than the end of the shift. Late reporting of injuries will not be accepted. Also, Bobcat Contracting LLC will not be responsible for any unauthorized hospital bills. Should you be injured on the job, it is necessary that you tell your foreman immediately. Bobcat Contracting LLC will not pay any bills that are given to a foreman or sent to the office for unauthorized medical treatment.



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COMPANY CREDIT CARD USE

POLICY

Bobcat Contracting LLC will issue company credit cards to certain employees for use in their jobs; this policy sets out the acceptable and unacceptable uses of such credit cards. Use of company-issued credit cards is a privilege, which the Company may withdraw in the event of serious or repeated abuse. Any credit card the Company issues to an employee must be used for business purposes only, in conjunction with the employee's job duties. Employees with such credit cards shall not use them for any non-business, non-essential purpose, i.e., for any personal purchase or any other transaction that is not authorized or needed to carry out their duties.

Employees must pay for personal purchases (i.e., transactions for the benefit of anyone or anything other than the Company) with their own funds or personal credit cards.

If any employee uses a company credit card for personal purchases or unauthorized transactions in violation of this policy, the cost of such purchase(s) will be considered an advance of future wages payable to that employee, and will be recovered in full from the employee's next paycheck; any balance remaining will be deducted in full from subsequent paychecks until the wage advance is fully repaid.

PROHIBITED CHARGES

Examples of prohibited credit card charges include but are not limited to:

1. Personal (non-business) charges of any kind (tobacco, alcohol, merchandise, etc.).
2. Meals – the only meals provided by the Company are working lunches. All other meals are to be paid for by each employee on his or her own.
3. Excessive business meals (generally more than \$25 per person).
4. Hotel charges, when employees are receiving per diem.
5. Energy or coffee drinks (Red Bull, Starbucks, etc.). However, ice, water and Gatorade are acceptable.

If an employee uses a company credit card for any other type of unauthorized transaction in violation of this policy, i.e., incurs financial liability on the Company's part that is not within the scope of the employee's duties or the employee's authorization to make business-related purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that employee, and the employee will be expected to reimburse the Company via deductions from pay until the unauthorized amount is fully repaid.



PROCEDURE

The employee must submit a receipt for every purchase made on a Company credit card. Receipts should be submitted at the time of purchase via email through the Genius Scan app, or another app that sends the receipt as a PDF. All receipts should be emailed to receipts@bobcatcontracting.com.

Paper receipts will not be accepted. Training on Genius Scan and emailing will occur at the time the employee's credit card is issued. Failure to turn in receipts will result in wage deductions for the purchase(s) without receipts. Receipts are to be submitted at the time of purchase, and late receipts could result in wage deductions for the purchase(s).

In addition to financial responsibility and liability for wage deductions, any purchases an employee makes with a company credit card in violation of this policy may result in disciplinary action up to and including termination.



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COMPANY-ISSUED ELECTRONIC DEVICES

POLICY

Bobcat Contracting LLC may issue business electronic devices (including but not limited to cell phones, tablets, wireless internet devices and/or laptops) to employees for work-related communications. These Company-issued devices are to be used for business purposes only. Employees in possession of Company equipment are expected to protect the equipment from loss, damage, or theft.

Personal use of Company-issued electronic devices may result in data overage charges by the Company's carrier. Such actions including but not limited to watching movies or videos, playing games, excessive app usage, and unauthorized hot spot usage, may contribute to data overage charges. These charges will be considered an advance of future wages payable to that employee, and will be recovered in full from the employee's next paycheck; any balance remaining will be deducted in full from subsequent paychecks until the wage advance is fully repaid.

On resignation or termination of employment, or at any time upon request, the employee may be asked to produce the device for return or inspection. Any employee unable to present the device in good working condition, including being clear of passwords and passcodes, within a reasonable time period may be charged for the price of a replacement item(s). The cost of such item(s) will be the financial responsibility of that employee, and the employee will be expected to reimburse the Company via deductions from pay until the amount is fully repaid.

In accordance with the Company's Driving Policy, the use of electronic equipment while driving is prohibited:

No employee will use any type of handheld electronic device while operating a company vehicle or while driving their personal vehicle on company business. This includes but is not limited to cell phones, lap tops, JJ Keller's Encompass Mobile System, GPS systems and calculators.

In addition to financial responsibility and liability for wage deductions, any abuse of devices an employee makes in violation of this policy, including excessive and repeated offenses, may result in disciplinary action up to and including termination.



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SOCIAL MEDIA POLICY

POLICY

This policy provides guidance for employee use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.

PROCEDURES

The following principles apply to professional use of social media on behalf of Bobcat Contracting LLC as well as personal use of social media when referencing Bobcat Contracting LLC.

- Employees need to know and adhere to all company policies when using social media in reference to Bobcat Contracting LLC.
- Employees should be aware of the effect their actions may have on their image, and the image of Bobcat Contracting LLC. The information that employees post or publish may be public information for a long time.
- Employees should be aware that Bobcat Contracting LLC may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is neither inappropriate nor harmful to Bobcat Contracting LLC, its employees, or customers.
- Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. Posting images from job sites, customers or other employees without the permission of those customers or employees is prohibited.
- Employees are not to publish, post or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with the Human Resources Department and/or supervisor.
- Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to authorized Bobcat Contracting LLC spokespersons.
- If an employee encounters a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
- Employees should get appropriate permission before referring to or posting images of current or former employees, members, vendors or suppliers. Additionally, employees should get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.

- Social media use should not interfere with an employee's responsibilities at Bobcat Contracting LLC. Bobcat Contracting LLC's computer systems and electronic devices are to be used for business purposes only. When using Bobcat Contracting LLC's computer systems/electronic devices, use of social media for business purposes is allowed (ex: Facebook, Twitter, Bobcat Contracting LLC blogs and LinkedIn), but personal use of social media networks or personal blogging of online content is discouraged and could result in disciplinary action up to and including termination.
- Subject to applicable law, after-hours online activity that violates Bobcat Contracting LLC's policies may subject an employee to disciplinary action up to and including termination.
- If employees publish content after-hours that involves work or subjects associated with Bobcat Contracting LLC a disclaimer should be used, such as this: "The postings on this site are my own and may not represent Bobcat Contracting LLC's positions, strategies or opinions."
- It is highly recommended that employees keep Bobcat Contracting LLC related social media accounts separate from personal accounts.

Any deviation from this policy could result in disciplinary action up to and including termination.



PO BOX 663 • 1721 HCR 3106
HILLSBORO, TX 76645
PHONE: 254-582-0205 • FAX: 866-582-3199

DRIVING POLICY

PURPOSE

Defines the standards and requirements for the operators of vehicles and operation of vehicles used to conduct company-related business including vehicles and drivers.

SCOPE

Applies to all projects, locations and satellite operations. This standard does not apply to vendors, rig welders and others where the vehicle being operated is not owned or leased by the Company. Notwithstanding, all vehicle operators must be in compliance with client standards and regulations.

DEFINITIONS

Driver: Operators of company owned or leased vehicles, those employees who receive car allowances or regular mileage reimbursement, and those employees who can be reasonably expected to rent vehicles on a regular or recurring basis.

Motor Vehicle Report (MVR): A report obtained from the records of the relevant state authority that give the activity of an individual's driving record.

Accident or MVA: An incident involving a vehicle.

Vehicle: Any motorized unit that must be registered and/or licensed in accordance to state regulations. This definition includes vehicles that remain on projects and at locations even though they do not leave the limits of the project or location and are not operated on a public road or highway.

RESPONSIBILITIES

The Safety Director and the DOT Compliance Officer are responsible for the administration of this standard.

The Company Controller is responsible for all matters concerning vehicle leasing and allowance agreements including insurance verifications and obtaining insurance certificates.



MOTOR VEHICLE REPORTS (MVR)

MVRs are to be obtained and reviewed for any driver upon employment, on an annual basis thereafter, and on a post-accident basis when a driver is deemed to be at fault in a work-related vehicular incident.

Where required by local regulations, the employee shall authorize the MVR request on the Bobcat Contracting Investigative Consumer Report Consent Form. Altered forms shall not be accepted.

OPERATION AND USE OF VEHICLES

Persons under the age of 18 are not permitted to operate company vehicles for any purpose.

Only authorized persons may operate company owned or company leased vehicles.

Modification of a company owned or leased vehicle is prohibited.

Damage to vehicles and damage caused by vehicles must be reported to the Company immediately by the operator. When unattended, the person assigned to the vehicle is responsible for this reporting requirement.

Vehicles must be operated in accordance with company regulations and policies, traffic laws, ordinances and regulations.

Non-resident state licenses are acceptable in accordance with the state laws where a vehicle is operated.

Operators of vehicles are responsible for ensuring seat belts, as provided, are in use when the vehicle is in motion.

Company vehicles are to be used only for official company business and used within their designed parameters. Personal use of company owned, leased or rented vehicles is prohibited unless specifically part of an employment or compensation agreement. Any deviation from this could result in disciplinary action including possible suspension and/or termination.

Company vehicles shall not be loaned to any unauthorized person to drive. Loaning a vehicle to an unapproved driver shall result in your driving privilege being suspended. This includes employee dependents, spouses, children, relatives, friends, and other associates not approved by the Company.

Giving rides to hitchhikers is prohibited.



Operators of vehicles assume all responsibilities and costs related to fines and fees, traffic violations, parking tickets, etc.

Vehicles shall be locked and secured whenever they are parked unless site-specific regulations dictate otherwise. Bobcat Contracting LLC is not responsible for the loss of valuables and other items such as cell phones, computers, tools and other personal items. Personal items must be removed from company vehicles when they are left unattended.

Vehicles must be kept free of trash and debris.

Items must not be stored on the dashboard. Floor boards must be clear of obstructions, and objects must be secured to keep them from falling under the foot pedals while the vehicle is being operated.

Windows and mirrors must be kept clean.

BOBCAT COMMERCIAL VEHICLES

Only those employees on Bobcat Contracting LLC's official driver list may operate company vehicles. Even if you possess a CDL but are not on the official driver list, you may not operate vehicles.

Any driver on the Bobcat Contracting LLC driver list is required to attend driver safety meetings and any continuing education courses as deemed necessary by the fleet department, safety director and/or controller. Drivers must carry their medical examiner's card with them at all times or be subject to disciplinary action including possible suspension and/or termination at the discretion of Bobcat Contracting LLC.

Any employee driving a vehicle with a gross weight greater than 26,000 pounds, including combination vehicles, must possess a CDL to operate that vehicle in Texas. Any employee driving a vehicle with a gross weight greater than 10,000 pounds, including combination vehicles, must possess a CDL to operate that vehicle across state lines and/or in any state other than Texas.

USE OF ELECTRONIC EQUIPMENT

No employee will use any type of handheld electronic device while operating a company vehicle or while driving their personal vehicle on company business. This includes but is not limited to cell phones, lap tops, JJ Keller's Encompass Mobile System, GPS systems and calculators.

Radar detectors are not allowed in company vehicles. This is a federal law. Anyone who has a radar detector in a company vehicle shall be solely responsible for any and all charges incurred as a result of violating this regulation and will be subject to company discipline.



Any ticket received by a driver for the illegal use of a cell phone or electronic device will be the responsibility of the driver and must be reported to Bobcat Contracting LLC within 24 hours of its issuance.

Any employee found violating this policy will be subject to disciplinary action up to and including termination.

LICENSE REQUIREMENTS

If you obtain a new or updated license or medical card or any other form of identification Bobcat Contracting may have on record, you must notify the fleet department and/or the human resources department immediately and provide copies of the new documentation to Bobcat Contracting LLC.

If your license is suspended for any reason, you must notify Bobcat Contracting LLC within 24 hours or before your next work day or shift, whichever comes first. You are subject to disciplinary action including possible suspension and/or termination at the discretion of Bobcat Contracting LLC.

TRAINING REQUIREMENTS

Persons who are employed by Bobcat Contracting LLC who are assigned or authorized to operate a vehicle for company purposes are required to successfully complete a series of driver safety courses.

The following courses shall be successfully completed by all CDL drivers:

1. Smith Driving Systems 8 Hour Course
2. JJ Keller Distracted Driving Video and Test
3. JJ Keller Defensive Driving Video and Test
4. JJ Keller Load Securement Video and Test
5. JJ Keller Hours of Service Video and Test

The following courses shall be successfully completed by all drivers of company vehicles:

1. Smith Driving System 8 Hour Course
2. JJ Keller Distracted Driving Video and Test
3. JJ Keller Defensive Driving Video and Test

Employees who operate vehicles that are designed to operate on public roadways such as cars, pickups, and boom trucks must have a valid driver's license regardless of whether the vehicle is licensed or not licensed. This includes vehicles that do not leave project sites.



TRAFFIC VIOLATIONS, ACCIDENTS AND CITATIONS

Bobcat Contracting LLC maintains a strict zero tolerance policy regarding citations. If you receive a citation, you must notify the fleet department as well as submit the original citation to Bobcat Contracting LLC. Each employee is financially responsible for citations issued due to employee fault and/or negligence.

Employees who are involved in an at-fault accident in a company owned or company leased vehicle must take an approved vehicle driving course as defined in the Training Requirements section before they are permitted to operate company owned or company leased vehicles.

Persons who have been found “at fault” for the offenses listed in the table below are subject to disciplinary action up to and including termination. Disciplinary action will be determined by management pending results of a Root Cause Investigation.

At-fault Violations & Infractions During 24 Month Period
One or more careless or reckless driving citations
Driving while determined to be impaired/intoxicated/under the influence, or possession of open alcohol container in vehicle
Manslaughter or death by vehicle
Violations or citations involving school buses, ambulances, fire equipment and other emergency vehicles
Driving after a driver’s license has been suspended or revoked
More than one citation for speeding during a 24-month period. Speed contesting.
Three or more minor citations during 24-month period (e.g. improper parking, failure to stop, failure to yield right-of-way)
Attempting to evade a police officer, sheriff or other such official
At fault accident where serious bodily injury occurs.
Leaving the scene of an accident
Vehicular damage or other damage determined to be willful disregard, gross negligence, or deliberate
Significant damage to a company owned or leased vehicle
Failure to report incident or accident
Failure to submit to a post-accident drug and/or alcohol test

ACCIDENT REPORTING

Any vehicular incident or accident must be reported immediately to the employee’s immediate supervisor and the Safety Director. Immediately after accident notification, pictures should be taken of the vehicles involved, the area of the accident, and the area around the accident – preferably before the vehicles are moved from the scene. In the case of an accident involving another vehicle, the employee should gather all pertinent information from the other driver, i.e. name and address, insurance company name and address, phone numbers, etc. The employee will submit a statement along with a diagram of the roads/streets of the accident scene. All information should be submitted to the immediate supervisor and the Safety Director.

WORKERS' COMPENSATION CLAIM FORM



WORKWELL, TX

Health care network information | As of January 1, 2018



Dear Employer,

At Texas Mutual Insurance Company, we are committed to the safety of Texas workers. WorkWell, TX serves as an extension of that commitment, ensuring quality care for employees who are injured on the job.

WorkWell, TX is a workers' compensation health care network certified by the state of Texas. By choosing the network option from Texas Mutual, you keep your costs low with a network discount and our focus on getting injured workers well and back on the job. Our providers have been chosen to treat your employees because of their proven record of success with work-related injuries and illnesses.

A network that offers high-quality care, better results, and savings is a win-win for you and your employees.

To help introduce your employees to WorkWell, TX, this packet offers information and resources, which they must read and sign. Start by reviewing the checklist below to discover what you and your workforce will need to know and do in case an injury occurs.

Employer Checklist

1. Review this packet.
2. Post the **Notice of Network Requirements** in a common area where your employees will see it.
3. Distribute the Notice of Network Requirements to employees when you begin the program, within 3 days of hiring a new employee, and at the time of injury. Keep a record of how, when, where and to whom you delivered the Notice of Network Requirements.
4. Have all employees sign the **Employee Acknowledgment** form and keep it in the employee's personnel file. (An employee who refuses to sign remains subject to network requirements. Document a refusal to sign the acknowledgment in the employee's personnel file.)
5. When an injury occurs, report it immediately to Texas Mutual and if necessary, provide or arrange transportation for the injured employee to the network provider, or emergency facility if appropriate.
6. Work-related injuries must be treated by network-approved physicians. Review the online provider directory on texasmutual.com for a list of network providers. If you or an injured employee needs help locating a provider, you may call WorkWell, TX at (844) 867-2338.

Thank you for choosing WorkWell, TX. If you have any questions, please contact us at (844) 867-2338 or visit texasmutual.com.

Sincerely,

WorkWell, TX Support Team
(844) 867-2338



WORKWELL, TX



WORKWELL, TX

Notice of Network Requirements

(Post in visible area for all employees)

Your employer has chosen WorkWell, TX as its certified workers' compensation health care network in partnership with Texas Mutual Insurance Company, a workers' compensation insurance carrier. WorkWell, TX will manage the health care and treatment you may receive if you are injured on the job or diagnosed with an occupational illness while employed here. WorkWell, TX doctors are trained in treating work-related injuries and illnesses and getting people back to work and back to a productive life.

The information in this packet will help you to seek care for your injury and describes what to do if you are injured while on the job.

What to do if you are injured while on the job

If you are injured at work, tell your employer right away. Your employer will help with any questions you may have about seeking treatment through WorkWell, TX. You may also contact Texas Mutual if you have any questions about your treatment. Our shared goal with your employer is to return you to work as soon as it is safe to do so.

A list of network doctors in your service area is available on texasmutual.com or by downloading the WorkWell, TX mobile app. You may contact us at (844) 867-2338 or at the address below for assistance.

WorkWell, TX
Attn: Network Services
PO Box 12029
Austin, TX 78711-2029

In case of an emergency

If you are injured and it is an emergency, you should seek treatment at the nearest medical care facility immediately. This also applies if you are injured outside the service area. Emergency care does not require preapproval. Texas law defines "medical emergency" as a medical condition that comes up suddenly.

After you receive emergency care, you may need ongoing care. Select a network doctor from the WorkWell, TX network. The doctor you choose will oversee the care for your injury. You must obtain referrals to see another health care provider or specialist from your treating doctor, except for emergency care.

Non-emergency care

Report your injury to your employer as soon as you can. Find a network treating doctor on texasmutual.com or by downloading the WorkWell, TX mobile app. Go to that doctor for treatment.

Treatment prescribed by your doctor may need to be approved in advance. Your doctor needs to request approval from the network for a specific treatment before the treatment or service is provided. You may continue to need further care after completing the approved treatment.

Choosing a treating doctor

If you are hurt at work and it is not an emergency and you live in the network service area, you must choose a treating doctor from the WorkWell, TX network. This is required so that WorkWell, TX covers the costs for the care. If you belong to a health maintenance organization (HMO) at the time of your injury, you may choose your HMO primary care doctor as your treating doctor. You must have chosen the doctor as your primary care doctor before your injury. We will approve the choice of your HMO doctor if they agree to the terms of the network contract and to abide by applicable laws.

For a list of network doctors available in your area, please visit texasmutual.com or download the WorkWell, TX mobile app. The WorkWell, TX provider directory is updated monthly. Doctors who speak Spanish or who are no longer taking new patients will be flagged with an icon on their record.

If your treating doctor leaves the network, we will notify you in writing. You will have the right to choose another treating doctor from the network directory. If your doctor leaves the network and you have a life threatening or acute condition for which a disruption of care would be harmful to you, your doctor may request to continue your treatment for an extra 90 days.

If you live outside of the service area, you may request a service area review by calling WorkWell, TX. You should provide proof to support your request. WorkWell, TX will inform you of its decision within seven days of receiving your request. If you disagree with WorkWell, TX's final decision, you have the right to file a complaint with the Texas Department of Insurance. Your complaint must include your name, address, phone number, a copy of WorkWell, TX's decision and any proof you sent to WorkWell, TX for review. A complaint form is available on tdi.texas.gov or you may ask for a form by writing to:

Managed Care Quality Assurance Office
Mail Code 103-6A
Texas Department of Insurance
PO Box 149104
Austin, Texas 78714-9104

When waiting for WorkWell, TX to make a decision or for the Texas Department of Insurance to review your complaint, you are still expected to use the network for all health care. You may be required to pay for health care services received out of the network if it is decided you do live in the network's service area.

Changing doctors

If you are not satisfied with your first choice of a treating doctor, you can select a different treating doctor from the network directory. We will not deny your choice to see a different treating doctor. Before you can change treating doctors a second time, you must get permission from the network by calling (844) 867-2338.

Referrals

You do not have to get a referral if you have an emergency. All other health care and specialist referrals should be made through your treating doctor. All health care services that you request will be made available by the network on a timely basis, as required by your medical condition. This includes referrals. All health care services, including referrals, will be made available within 21 days after your request.

Out-of-network approvals

WorkWell, TX must approve all of your treating doctor or specialist's out-of-network referrals before you visit the provider. If you need to request approval, please call (844) 867-2338.

Payment for health care

Network doctors have agreed to seek payment from Texas Mutual for your treatment. They will not look to you for payment. If you receive treatment from a doctor who is not in the network without prior approval from WorkWell, TX, you may have to pay for the cost of that care. Medical costs for treatment by non-network health care providers may be covered only if one of the following situations occurs:

- Emergency care is needed. You should go to the nearest hospital or emergency care facility.
- You do not live within the service area of the network.
- Your treating doctor or specialist refers you to an out-of-network provider or facility and WorkWell, TX approves the referral.
- You have chosen your HMO primary care doctor. Your doctor must agree to abide by the network contract and applicable laws.

Preauthorization, adverse determination and independent review

A list of the procedures and services that need preauthorization is on texasmutual.com. The list in this packet is not intended to be all-inclusive; health care is an evolving science. Procedures and treatments requiring prior approval will also evolve. Treating providers should verify preauthorization requirements by referring to the updated list on texasmutual.com.

If WorkWell, TX denies the request, you or the requesting doctor may ask for a review of that decision. If still dissatisfied, you, your provider or a person acting on your behalf may request an independent review. The preauthorization agent will provide any relevant medical records related to the injury to the independent review group. They may also provide any treatment guidelines used and a list of the doctors who provided care to you.

Complaints

We take your concerns seriously. If you are dissatisfied, you can file a complaint with WorkWell, TX. You may do this if you are not satisfied with any aspect of the network, including care you received. You must file your complaint within 90 days after the date of the event that is the basis for the complaint.

If you have questions about the complaint process you can reach the Grievance Coordinator by phone at (844) 297-5723, by fax at (512) 224-8800, by email at wwtxcomplaints@texasmutual.com, or by mail at the address below.

WorkWell, TX
Attention: Grievance Coordinator
PO Box 12029
Austin, Texas 78711-2029

Texas law does not permit WorkWell, TX to retaliate against you if you file a complaint against the network. We will not retaliate if you appeal the decision of the network. The law does not permit us to retaliate against your provider if they file a complaint against the network or appeal the decision of the network on your behalf.

You have the right to file a complaint with the Texas Department of Insurance. The Texas Department of Insurance complaint form is available on the department's website at tdi.texas.gov or you may request a form by writing to:

Managed Care Quality Assurance Office
Mail Code 103-6A
Texas Department of Insurance
PO Box 149104
Austin, Texas 78714-9104

WorkWell, TX Preauthorization List

Hospital/ASC

All non-emergency hospital or ASC (inpatient, outpatient, and observation) admissions including principle scheduled procedures and length of stay. Preauthorization request should include specific hardware, implantables, external delivery system, etc. to be utilized.

Surgery/Procedures/Integral Devices

All non-emergency surgeries represented by AMA CPT codes 10010-69990 and/or G codes which represent a surgical procedure performed in a setting or place of service other than the doctor's office [POS 11]. Preauthorization request should include specified hardware, implantables, external delivery system, etc. to be utilized.

- All botox injections
- All spinal injections (including but not limited to):
 - » Epidural steroid injections
 - » RFTC or cryotherapy/cryoablation
 - » Sacral iliac joint injection
 - » Facet injection
 - » Medical branch block
- Trigger point injections (AMA CPT 20553)
- Bone growth stimulators
- Discograms
- Implantable drug delivery system
- Investigational or experimental procedures or devices as determined by ODG or listed as an AMA category III code. Stimulator devices (including, but not limited to):
 - » TENS units
 - » Interferential units
 - » Neuromuscular stimulators
 - » Dual units
 - » Spinal cord stimulator
 - » Peripheral nerve stimulator
 - » Brain stimulator

Physical Medicine

- All chiropractic treatments
- Manipulations under anesthesia (MUA)
- All PT/OT (unless requestor or rendering provider/facility is participating through Align)
- Biofeedback

Diagnostics

- All initial and repeat MRI and CT scans
- Bone density scans
- Surface electromyography (EMG)
- Unless otherwise specified in this list, all repeat individual diagnostic studies (series) having a billed amount greater than \$350.
- Surface electromyography (EMG)

Other

- Durable medical equipment (DME), prosthetics and/or orthotics, greater than \$500.00 billed (purchase or accumulated rental or combination of rental/purchase)
- Gym memberships
- Texas Department of Insurance, Division of Workers' Compensation (DWC) Pharmacy Closed Formulary per 28 TAC §134, Subchapter F.

Alternative Treatment

- Acupuncture outside ODG
- Acupressure
- Yoga

Rehab Programs

- Work conditioning
- Work hardening
- Chronic pain management program
- Medical rehabilitation
- Brain and spinal cord rehabilitation
- Chemical dependency programs
- Weight loss programs

Nursing Home

- Skilled nursing facility, including skilled care within the same facility
- Convalescent care
- Residential care
- Assisted living/group homes

Psychological Testing and Psychotherapy

- Subsequent evaluations
- Subsequent tests or testing
- Therapy
- Biofeedback

WorkWell, TX Service Area Map



WorkWell, TX Service Area County List

A

Anderson
Andrews
Angelina
Aransas
Archer
Armstrong
Atascosa
Austin

B

Bailey
Bandera
Bastrop
Baylor
Bee
Bell
Bexar
Blanco
Bosque
Bowie
Brazoria
Brazos
Briscoe
Brooks
Brown
Burlison
Burnet

C

Caldwell Camp
Calhoun
Callahan
Cameron
Camp
Carson
Cass
Castro
Chambers
Cherokee
Clay
Cochran
Coke
Coleman
Collin
Colorado

Comal
Comanche
Concho
Cooke
Coryell
Crane
Crosby

D

Dallam
Dallas
Dawson
Deaf Smith
Delta
Denton
Dewitt
Dickens
Donley
Duval

E

Eastland
Ector
El Paso
Ellis
Erath

F

Falls
Fanin
Fayette
Fisher
Floyd
Fort Bend
Franklin
Freestone
Frio

G

Gaines
Galveston
Garza
Gillespie
Glasscock
Goliad
Gonzales

Gray
Grayson
Gregg
Grimes
Guadalupe

H

Hale
Hall
Hamilton
Hansford
Hardin
Harris
Harrison
Hartley
Haskell
Hays
Hemphill
Henderson
Hidalgo
Hill
Hockley
Hood
Hopkins
Houston
Howard
Hudspeth
Hunt
Hutchinson

I

Irion

J

Jack
Jackson
Jasper
Jefferson
Jim Hogg
Jim Wells
Johnson
Jones

K

Karnes
kaufman

Kendall
Kenedy
Kent
Kerr
Kimble
Kleberg

L

Lamar
Lamb
Lampasas
Lavaca
Lee
Leon
Liberty
Limestone
Lipscomb
Live Oak
Llano
Loving
Lubbock
Lynn

M

Madison
Marion
Martin
Mason
Matagorda
McCulloch
McLennan
McMullen
Medina
Menard
Midland
Milam
Mitchell
Montague
Montgomery
Moore
Morris
Motley

N

Nacogdoches
Navarro

Newton
Nolan
Nueces

O

Ochiltree
Oldham
Orange

P

Palo Pinto
Panola
Parker
Parmer
Pecos
Polk
Potter

R

Rains
Randall
Reagan
Real
Red River
Reeves
Refugio
Roberts
Robertson
Rockwall
Runnels
Rusk

S

Sabine
San Augustine
San Jacinto
San Patricio
San Saba
Schleicher
Scurry
Shackelford
Shelby
Sherman
Smith
Somervell
Starr

Stephens
Sterling
Stonewal
Swisher

T

Tarrant
Taylor
Terry
Throckmorton
Titus
Tom Green
Travis
Trinity
Tyler

U

Upshur
Upton
Uvalde

V

Van Zandt
Victoria

W

Walker
Waller
Ward
Washington
Webb
Wharton
Wichita
Wilbarger
Willacy
Williamson
Wilson
Winkler
Wise
Wood

Y

Yoakum
Young