



American Substance Abuse Professional Drug Solutions, Inc.
 757 Pacific Avenue, Long Beach, CA 90813
 Phone # (562) 624-2720 Fax # (562) 624-2724

Company Policy Employer Questionnaire

(Please complete the following form to assist us in implementing your program)

Employer Name: _____

Employer Address: _____

	Street	City	State	Zip Code
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Telephone: (____) _____ Secure Fax :(____) _____

Designated Employer Rep: _____ Date of Birth: _____

Mother's Maiden Name: _____ Pin #: _____

Back Up DER: _____ Date of Birth: _____

Mother's Maiden Name: _____ Pin #: _____

Please check the regulation that applies to your company:

- COMPANY POLICY OTHER

Do you want to implement single or split specimen collection? single split

What are the consequences if an employee tests positive for drugs? _____

What are the consequences if an employee's alcohol test result .04% and above? _____

What are the consequences if an employee self identifies? _____

What are the consequences for a negative dilute? _____

Who is responsible for the following charges?

- Split Specimen Test: Employee Employer Rehab Program: Employee Employer
- Return to Duty Test: Employee Employer Follow Up Test: Employee Employer

If company is responsible for the above charges, please provide the name and address of the contact person for billing purposes. If health insurance is responsible, please provide health insurance information.

Do you implement pre-employment? Drug test Alcohol test Both

Do you implement random test? _____ If yes, please specify the percentage of drug random _____ and alcohol random percentage if implemented _____.

Does your company have an EAP Program? _____ If yes, please write the name, address, telephone number, fax number and contact person? _____

Do you have an existing drug and alcohol policy? Yes No If yes please send us a copy via email, mail or fax.

Do you have specific drug and alcohol panel that you want to implement? Yes No If yes please write the drug and cut off level of the assays or fax a copy of the drug panel to (562)624-2724 ATTN: Sheila.

Comments: _____

Billing Information: Name _____

Address _____

Phone: _____ Fax: _____

Please provide us with a list of employees (names and social security number) to be included in your company roster.

Please check the box of the consortiums of which you are currently a active member of:

- Los Angeles Clean Card (LACC)
- North American Substance Abuse Program (NASAP)
- ASAP Contractor Consortium (ASAPCC)
- Department of Transportation (DOT)

Special Instructions/Comments: _____

Designated Employer Representative (DER) Print

Designated Employer Representative (DER) Sign

Date

Please mail to: ASAP Drug Solutions, Inc.
 757 Pacific Avenue
 Long Beach, CA 90813

Or fax to: Sheila
 (562) 624-2724

For ASAP Staff Use Only:

ASAPCC Acct. #: _____

LACC Acct #: _____

NASAP Acct #: _____

DOT Acct. #: _____

Staff Initial: _____



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Department of Transportation (DOT) Agency		
<input type="checkbox"/> FAA	<input type="checkbox"/> FMCSA	<input type="checkbox"/> FRA
<input type="checkbox"/> FTA	<input type="checkbox"/> PHMSA	
Department of Homeland Security		
<input type="checkbox"/> USCG		

**DOT DRUG AND ALCOHOL TESTING SERVICES
 COMPANY MEMBER AGREEMENT**

This Agreement is made on _____ by and between ASAP Drug Solutions, Inc., with its principal office located at 757 Pacific Avenue, Long Beach, California 90813-3026 and (company name) _____

with its principal office located at _____
 Address City State Zip

("Company Member"). The parties agree as follows:

1. **DOT Drug and Alcohol Testing.** Company Member hereby retains ASAP to administer the DOT Drug and Alcohol Testing Program(s) as specified above. Each program is set forth in the DOT Drug and Alcohol Policy provided to Company Member. Each Policy may be revised from time to time as required by the specified agency(ies).
2. **Term.** The term of this Agreement shall commence on the date of this Agreement set forth below and shall remain in effect for a period of three years ending on the anniversary of the effective date of this Agreement. This Agreement may be renewed thereafter by mutual agreement between the parties on a three year basis. This Agreement may be terminated with 30 days advance written notice.
3. **Program Services and Administration.** ASAP shall administer the program for employees of Company Member as follows:
 - (a) Company Member shall provide ASAP with a list of company locations.
 - (b) Designated Employer Representative (DER). Company Member shall designate a " DER " and a backup " DER " for purposes of communication and administration of this Program and Agreement. Company Member shall also provide the names of all other employees authorized to receive the drug and alcohol results. The designation of these company representatives shall be made in writing, and may be changed from time to time by Company Member in writing.
 - (c) Company Member agrees to abide by the regulations set forth by the DOT Agency(ies) in order for ASAP to administer the relevant programs and to make information available to employee members.
 - (d) ASAP will maintain the records of and information regarding results of drug and alcohol testing of company employees in accordance with applicable regulations. Reports and records maintained by ASAP shall be made available , as required, to the appropriate DOT Agency(ies).
 - (e) ASAP will conduct the following types of employee drug and alcohol testing: Pre-Employment, Random, Reasonable Suspicion, Post-Accident, Return-to-Duty and Follow-Up.
 - (f) ASAP will provide Company Member with a list of approved collection centers for collection of biological specimens and alcohol testing. ASAP has a right to use an alternate collection center if it determines that the replacement is necessary or advisable.
 - (g) ASAP will use laboratories certified by the Department of Health and Human Services (DHHS)/Substance Abuse and Mental Health Service Administration (SAMHSA) for the testing of biological specimens.
 - (h) ASAP will report positive and negative drug test results with verifications performed by certified Medical Review Officers (MRO).
 - (i) Company Member agrees to pay ASAP for its services at agreed upon contractual rates.
4. **Indemnification.** ASAP is an independent contractor. It is providing Company Member with the administration of the DOT Drug and Alcohol Testing Program. ASAP does not have control over or assume any liability for the enforcement of the DOT Policies or Company Member's policies or for the actions of its employees and personnel. As an independent contractor, ASAP shall not be treated as an agent or a partner of Company Member, except to the extent necessary to comply with applicable regulations of the U.S. Department of Transportation, Health and Human Services Department or other applicable governmental contract testing mandates. Company Member agrees to defend, indemnify and hold harmless ASAP, its related companies and participants, their officers, directors, and employees, from any liability, loss or damage resulting from any claim brought by third parties of whatever nature, allegedly arising out of or resulting from any willful or negligent act or omission on the part of Company Member, its agents or employees, regardless of whether or not the party actually bringing the claim prevails in the legal proceedings. ASAP agrees to indemnify and hold harmless the Company Member from and against any and all claims arising out of ASAP's reporting of data or analytical results to the Company Member which are false or incorrect, whether as a result of willful, intentional or negligent act or omission.
5. **Force Majeure.** ASAP shall not be responsible or liable to Company Member for the failure or delay in performance that results from or is attributable, directly or indirectly, in whole or in part, to any cause of circumstances beyond the reasonable control of ASAP.
6. **Payment Terms.** Company Member shall pay all invoice amounts within thirty (30) days after the date of any invoice. Overdue payments are subject to an additional interest service charge at the rate of one and a half percent per month from the due date until the date of payment. ASAP may suspend or terminate drug and alcohol testing services for Company Member if it is delinquent in payments. ASAP may also terminate this Agreement at any time Company Member fails to comply with the terms of this Agreement with 30 days written notice to Company Member. If this Agreement is suspended or terminated for any reason, Company Member assumes full responsibility for the administration of its federally mandated (DOT) drug and alcohol testing programs and any other drug and alcohol testing programs administered by ASAP, including (a) reporting, (b) records maintenance, and (c) insuring confidentiality and security of any confidential information. ASAP shall provide Company Member with any information necessary for the transfer of responsibility, and may impose a reasonable charge for photocopy expenses and other transfer costs. ASAP may refuse to transfer information relating to services provided under this Agreement until ASAP has received full payment for any outstanding invoices to Company Member.
7. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California.

COMPANY MEMBER

By _____ / _____
 Signature Date

 Printed Name

 Title

ASAP Drug Solutions, Inc.

By _____ / _____
 Signature Date

 Printed Name

 Title



D.O.T./Company Policy Drug and Alcohol Authorization Slip Date: _____

(For services to be rendered, date of service must match date on authorization slip.)

Employer Name: _____ ACCT. NO.: _____

Location # (if applicable): _____ Location Name: _____

Employee Name: _____ SS#: _____

Authorized by: _____
Signature Name (Print)
 (Signature indicates that your company is assuming responsibility for payment of charges.)

Telephone #: _____ Fax #: _____

Time of notification: _____ am/pm (Instruct donor that he/she has 60 min. + travel time to report to collection site after notification.)

The drug/alcohol test will be performed when the appropriate selections in columns 1, 2, and 3 are complete.

1	2	3
<u>Type of Test:</u>	<u>Agency/Consortium</u>	<u>Test Requested</u>
____ Pre Employment	____ DOT (FMCSA)	____ DOT Drug
____ Random	____ DOT (PHMSA)	____ DOT Alcohol
____ Follow-up	____ DOT (USCG)	____ Emit In-House
____ Post Accident	____ DOT (FTA)	____ Non-DOT Drug
____ Return to Duty	____ DOT (FAA)	____ Non-DOT Alcohol
____ Reasonable Suspicion/Cause	____ DOT (FRA)	____ Other Specify _____
____ Other	____ Company Policy	____ LACC Panel (Drug & Breath Alcohol)
	____ Other Specify _____	

EMPLOYEE/DONOR MUST BRING VALID PHOTO ID!!!

*****FOR DOT RANDOM TESTS, PLEASE ASK THE EMPLOYEE TO BRING THE NOTIFICATION SLIP TO THE COLLECTION FACILITY.**

For Collection Site – Donor Arrival Time: _____

For Collection Site – Donor Departure Time: _____