



American Substance Abuse Professional Drug Solutions

Corporate Office: 455 East Carson Plaza Dr., Carson, CA 90746
Tel.: (562) 624-2720 Toll Free: (866) 699-ASAP(2727)

Regional Offices: Martinez, CA

EMPLOYER CONFIDENTIAL INFORMATION SHEET

EMPLOYER INFORMATION

Name: _____

Address: _____
Street City State Zip

Mailing Address: _____
(If different) Street City State Zip

How were you introduced to NASAP/ASAPCC services? _____

Estimated number of employees who will be enrolled in this program: _____

Primary CER Mr./Ms. _____ Date of Birth (mm/dd/yyyy): _____ Mother's Maiden Name: _____
Last First M.I.

Tel. #: _____ Secure Fax #: _____ Secure E-mail: _____
(Confidential information will be transmitted to the Secure Fax #)

Please indicate how the randoms are to be transmitted: Via Secure Fax Via Secure E-mail

Secondary CER _____ Date of Birth (mm/dd/yyyy): _____ Mother's Maiden Name: _____

Secure Email/Fax: _____

BILLING INFORMATION (Please indicate how billing invoices are to be transmitted: Email Regular Mail)

INVOICE ATTN: _____ BILLING TEL. #: _____

BILLING ADDRESS: _____ BILLING SECURE FAX #: _____

City, State, Zip: _____ Email Address: _____

Would you like to assign Work Locations? If yes please list work locations below:

- 1) _____ 3) _____ 5) _____ 7) _____ 9) _____
- 2) _____ 4) _____ 6) _____ 8) _____ 10) _____

CONTRACTOR REPRESENTATIVE (DER) SIGNATURE

Employer Representative Signature Date Print Name of Representative

Comments/Special Instructions: _____

OFFICE USE ONLY: Program Start Date: _____

EMPLOYER ID#: _____

Annual Membership Fee: _____

Alcohol Data Input Fee: _____

TPA & Drug Test Fee: _____

OSCA/Petro OSCA/General NASAP/OSCA

ASAP/OSCA Contact Information:

Tel: 925-355-5000

Northern Ca Fax: 925-355-5060

Email: Info@asapdrugsolutions.com



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North American Substance Abuse Program (NASAP) AUTHORIZATION & CONSENT/NEW EMPLOYEE MEMBERSHIP FORM

1- Company Name: _____ 2 - Company Account #: _____ 3- P.O. # (If applicable): _____

4- Employee First Name _____ 5- M.I. _____ 6- Last Name _____

7- Social Security #: _____ 8- Date of Birth (mm/dd/yyyy) _____ 9- Employee Telephone #: _____

10- Employee Address: _____
 (Optional) Street _____

City _____ State _____ ZipCode _____

Contractor Representative/CER MUST FAX THIS FORM IMMEDIATELY TO ASAP Drug Solutions, Inc. (562) 628-9396

AUTHORIZATION FOR RELEASE OF TEST RESULTS AND EVENT RECORD INFORMATION

I acknowledge that the NASAP policy was made available to me. I authorize the Third Party Administrators approved to administer the North American Substance Abuse Program (NASAP) to disclose my drug and alcohol test results to the Participating Contractor that required me to take the drug and alcohol test. I also authorize the NASAP-approved Third Party Administrators to disclose a summarized event record of my drug and alcohol test to the Houston Area Safety Council (HASC) and I understand that this information may affect my status as Active or Inactive in NASAP. I further authorize HASC and the NASAP-approved Third Party Administrators to disclose information about my status as Active or Inactive, my eligibility for membership in NASAP, and/or my eligibility to enter onto Participating Owners' sites to Participating Contractors and to those Participating Owners on whose sites I seek to work or am currently working.

I understand that this Authorization will expire five (5) years from the last date of my Active status in the NASAP and that I have a right to a copy of this Authorization.

 Applicant/Contractor Employee Member Name

 Signature

 Applicant/Contractor Employee NASAP Identification Number (Social Security Number)

 Date



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NORTH AMERICAN ABUSE PROGRAM (NASAP)/ASAP CONTRACTOR CONSORTIUM AGREEMENT

This Agreement is made on _____ by and between ASAP Drug Solutions, Inc. (ASAP) and (company name) _____

with its principal office located at _____

Address

City

State

Zip

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

1. Drug and Alcohol Testing. Company Member hereby retains ASAP to administer the North America Substance Abuse Program (NASAP). The program is set forth in the NASAP Policy and NASAP/ASAPCC Procedures Manual provided to Company Member. The Policy may be revised from time to time at the reasonable discretion of the Houston Business Roundtable after notice to Company Member.
2. Term. This Agreement shall commence on the date set forth below and an annual fee is due and payable upon commencement of this agreement. This agreement may be terminated with 60 days advance written notice, however, no portion of the annual fee will be prorated for refund.
3. Program Services and Prices. Company Member agrees to pay ASAP for its services at the rates set forth on the attachment to this Agreement.
4. Program Administration. ASAP shall administer the programs for employees of Company Member as follows:
 - a) Company Member shall provide ASAP with company information needed to administer the NASAP program.
 - b) Designation of Contractor Representative. Company Member shall designate a Contractor Representative (CER) and a backup "CER" 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 shall provide ASAP with a completed consent and authorization form signed by each employee. The form of consent is attached to this Agreement. The consent form may be changed from time to time after notice to Company Member. The most current consent will be available for download through the ASAP website.
 - d) Company Member agrees to abide by all revisions to ASAP procedures that may be issued from time to time in order to administer the relevant programs and to make information available to employee members.
 - e) ASAP shall maintain the records of and information regarding results of drug and alcohol testing in accordance with applicable regulations and the NASAP Policy. The records maintained by ASAP shall reside in the NASAP/ASAPCC and ASAPCC database.
 - f) ASAP shall conduct drug and alcohol testing in accordance with NASAP: Pre-Enrollment, Pre-Access, Reasonable Suspicion, Random, Post-Accident, Return-to-Work and Follow-Up.
 - g) ASAP shall provide Company Member with a list of approved specimen collection centers for collection of biological specimens. The collection center list may be revised if necessary or advisable as determined by ASAP.
 - h) ASAP shall 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.
 - i) ASAP shall review and report all alcohol tests and report drug test results verified by certified Medical Review Officers (MRO) who are employed or contracted by ASAP.
 - j) ASAP shall provide reporting of status under the NASAP Policy to the Houston Area Safety Council and drug testing statistics when required of Company Members.
5. Indemnification. ASAP Drug Solutions, Inc. (ASAP) is an independent contractor. It is providing Company Member with the administration of the NASAP Drug and Alcohol Testing Program (NASAP). ASAP does not have control over or assume any liability for NASAP or the enforcement of NASAP, the reporting functions of the Houston Area Safety Council (HASC) and other third party administrators, Company Member's policies or the actions of Company Member's employees. 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 the NASAP Policy, and applicable 49CFR Part 40 drug testing procedures as referenced in the NASAP Policy. Company Member agrees to defend, indemnify and hold harmless ASAP, its related companies and contractors, 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 drug and alcohol test results or status to the Company Member, which are incorrect due to the willful or intentional acts of ASAP.
6. 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.
7. Payment Terms. Company Member shall pay all invoice amounts within fifteen 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 to 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. If this Agreement is suspended or terminated for any reason, Company Member assumes full responsibility for the administration of drug and alcohol testing program, 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.
8. Governing Law. This Agreement shall be governed by and construed under the laws of the States of Texas and California, as applicable.

COMPANY MEMBER

ASAP Drug Solutions, Inc.

By _____ / _____
Signature Date

By _____ / _____
Signature Date

Printed Name

Printed Name

Title

Title