



American Substance Abuse Professional Drug Solutions
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 Phone #: (562) 624-2720 Fax #: (562) 628-9396

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 Phone #: (281) 479-2731 Fax #: (281) 479-3345

NORTH AMERICAN SUBSTANCE 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 American 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 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 (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 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 and drug testing statistics under the NASAP Policy to the Houston Area Safety Council.
4. **Indemnification.** ASAP Drug Solutions, Inc. (ASAP) is an independent contractor. It is providing Company Member with, and is responsible for, its third party administrative functions of the NASAP Drug and Alcohol Testing Program (NASAP). ASAP does not have control over or assume any liability for the NASAP Policy; the reporting functions of the Houston Area Safety Council (HASC) and other third party administrators; Company Member's policies; Company Member's responsibilities for compliance with NASAP; 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 indemnify and hold harmless ASAP, its related companies and contractors, their officers, directors, and employees, from any loss or damage resulting from or arising out of any willful or negligent act or omission on the part of Company Member. ASAP agrees to indemnify and hold harmless the Company Member from any loss or damage resulting from or arising out of any willful or negligent act or omission on the part of ASAP, its agents or employees. Neither party shall be liable to the other party for any indirect, special, punitive or consequential damages of any nature, whether based on tort, negligence, or any other cause.
5. **Force Majeure.** Neither party shall be responsible or liable to the other party for the failure or delay in performance of any of its obligations, if such failure or delay is attributable, in whole or in part, to any cause or circumstances beyond the reasonable control of such party.
6. **Payment Terms.** Company Member shall pay all invoice amounts within thirty days after the receipt of any invoice. In the event of a disputed charge on an invoice, Company Member shall notify ASAP in writing within fifteen days of receipt of invoice and any undisputed amount shall be paid within fifteen days of receipt of invoice. Upon agreement/clarification of the disputed amounts, if a balance remains, it shall be paid within ten days of the receipt of a corrected invoice if a correction is required. 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.
7. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Texas.

COMPANY MEMBER

ASAP Drug Solutions, Inc.

By _____ / _____
 Signature Date

By _____ / _____
 Signature Date

 Printed Name

 Printed Name

 Title

 Title