

DRIVER'S APPLICATION FOR EMPLOYMENT

Applicant Name _____ Date of Application _____

Company _____

Address _____

City _____ State _____ Zip _____

In compliance with Federal and State equal employment opportunity laws, qualified applicants are considered for all positions without regard to race, color, religion, sex, national origin, age, marital status, veteran status, non-job related disability, or any other protected group status.

TO BE READ AND SIGNED BY APPLICANT

I authorize you to make such investigations and inquiries of my personal, employment, financial or medical history and other related matters as may be necessary in arriving at an employment decision. (Generally, inquiries regarding medical history will be made only if and after a conditional offer of employment has been extended.) I hereby release employers, schools, health care providers and other persons from all liability in responding to inquiries and releasing information in connection with my application.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I understand, also, that I am required to abide by all rules and regulations of the Company.

I understand that information I provide regarding current and/or previous employers may be used, and those employer(s) will be contacted, for the purpose of investigating my safety performance history as required by 49 CFR 391.23(d) and (e). I understand I have the right to:

- Review information provided by previous employers;
- Have errors in the information corrected by previous employers and for those previous employers to re-send the corrected information to the prospective employer; and
- Have a rebuttal statement attached to the alleged erroneous information, if the previous employer(s) and I cannot agree on the accuracy of the information.

Signature _____ Date _____

FOR COMPANY USE

PROCESS RECORD

APPLICANT HIRED _____ REJECTED _____

DATE EMPLOYED _____ POINT EMPLOYED _____

DEPARTMENT _____ CLASSIFICATION _____

(IF REJECTED, SUMMARY REPORT OF REASONS SHOULD BE PLACED IN FILE)

SIGNATURE OF INTERVIEWING OFFICER _____

TERMINATION OF EMPLOYMENT

DATE TERMINATED _____ DEPARTMENT RELEASED FROM _____

DISMISSED _____ VOLUNTARILY QUIT _____ OTHER _____

TERMINATION REPORT PLACED IN FILE _____ SUPERVISOR _____

This form is made available with the understanding that J. J. Keller & Associates, Inc. is not engaged in rendering legal, accounting, or other professional services. J. J. Keller & Associates, Inc. assumes no responsibility for the use of this form or any decision made by an employer which may violate local, state or federal law.

APPLICANT TO COMPLETE

(answer all questions - please print)

Position(s) Applied for _____
Name _____ Social Security No. _____
Last First Middle

List your addresses of residency for the past 3 years.

Current Address _____
Street _____ City _____
State _____ Zip Code _____ Phone _____ How Long? _____ yr./mo.
Previous Addresses _____
Street _____ City _____ State & Zip Code _____ How Long? _____ yr./mo.
Street _____ City _____ State & Zip Code _____ How Long? _____ yr./mo.
Street _____ City _____ State & Zip Code _____ How Long? _____ yr./mo.

Do you have the legal right to work in the United States? _____

Date of Birth _____ Can you provide proof of age? _____
(Required for Commerical Drivers)

Have you worked for this company before? _____ Where? _____

Dates: From _____ To _____ Rate of Pay _____ Position _____

Reason for leaving _____

Are you now employed? _____ If not, how long since leaving last employment? _____

Who referred you? _____ Rate of pay expected _____

Have you ever been bonded? _____ Name of bonding company _____
(Answer only if a job requirement)

Have you ever been convicted of a felony? _____

If yes, please explain fully on a separete sheet of paper. Conviction of a crime is not an automatic bar to employment - all circumstances will be considered.

Is there any reason you might be unable to perform the functions of the job for which you have applied [as described in the attached job description]?

If yes, explain if you wish.

EMPLOYMENT HISTORY

All driver applicants to drive in interstate commerce must provide the following information on all employers during the preceeding 3 years. List complete mailing address, street number, city, state, and zip code.

Applicants to drive a commercial motor vehicle* in intrastate or interstate commerce shall also provide an additional 7 years' information on those employers for whom the applicant operated such vehicle.

(NOTE: List employers in reverse order starting with the most recent. Add another sheet as necessary.)

EMPLOYER			DATE	
NAME	FROM MO. YR.	TO MO. YR.		
ADDRESS	POSITION HELD			
CITY	STATE	ZIP	SALARY/WAGE	
CONTACT PERSON	PHONE NUMBER		REASON FOR LEAVING	
WERE YOU SUBJECT TO THE FMCSRs† WHILE EMPLOYED? <input type="checkbox"/> YES <input type="checkbox"/> NO				
WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? <input type="checkbox"/> YES <input type="checkbox"/> NO				

EMPLOYMENT HISTORY (continued)

EMPLOYER			DATE	
NAME			FROM MO. YR.	TO MO. YR.
ADDRESS			POSITION HELD	
CITY	STATE	ZIP	SALARY/WAGE	
CONTACT PERSON		PHONE NUMBER	REASON FOR LEAVING	
WERE YOU SUBJECT TO THE FMCSRs† WHILE EMPLOYED? <input type="checkbox"/> YES <input type="checkbox"/> NO				
WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? <input type="checkbox"/> YES <input type="checkbox"/> NO				

EMPLOYER			DATE	
NAME			FROM MO. YR.	TO MO. YR.
ADDRESS			POSITION HELD	
CITY	STATE	ZIP	SALARY/WAGE	
CONTACT PERSON		PHONE NUMBER	REASON FOR LEAVING	
WERE YOU SUBJECT TO THE FMCSRs† WHILE EMPLOYED? <input type="checkbox"/> YES <input type="checkbox"/> NO				
WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? <input type="checkbox"/> YES <input type="checkbox"/> NO				

EMPLOYER			DATE	
NAME			FROM MO. YR.	TO MO. YR.
ADDRESS			POSITION HELD	
CITY	STATE	ZIP	SALARY/WAGE	
CONTACT PERSON		PHONE NUMBER	REASON FOR LEAVING	
WERE YOU SUBJECT TO THE FMCSRs† WHILE EMPLOYED? <input type="checkbox"/> YES <input type="checkbox"/> NO				
WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? <input type="checkbox"/> YES <input type="checkbox"/> NO				

EMPLOYER			DATE	
NAME			FROM MO. YR.	TO MO. YR.
ADDRESS			POSITION HELD	
CITY	STATE	ZIP	SALARY/WAGE	
CONTACT PERSON		PHONE NUMBER	REASON FOR LEAVING	
WERE YOU SUBJECT TO THE FMCSRs† WHILE EMPLOYED? <input type="checkbox"/> YES <input type="checkbox"/> NO				
WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? <input type="checkbox"/> YES <input type="checkbox"/> NO				

EMPLOYER			DATE	
NAME			FROM MO. YR.	TO MO. YR.
ADDRESS			POSITION HELD	
CITY	STATE	ZIP	SALARY/WAGE	
CONTACT PERSON		PHONE NUMBER	REASON FOR LEAVING	
WERE YOU SUBJECT TO THE FMCSRs† WHILE EMPLOYED? <input type="checkbox"/> YES <input type="checkbox"/> NO				
WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? <input type="checkbox"/> YES <input type="checkbox"/> NO				

* Includes vehicles having a GVWR of 26,001 lbs. or more, vehicles designed to transport 16 or more passengers, or any size vehicle used to transport hazardous materials in a quantity requiring placarding.

† The Federal Motor Carrier Safety Regulations (FMCSRs) apply to anyone operating a motor vehicle on a highway in interstate commerce to transport passengers or property when the vehicle: (1) weighs or has a GVWR of 10,001 pounds or more, (2) is designed or used to transport 8 or more passengers (including the driver), OR (3) is of any size and is used to transport hazardous materials in a quantity requiring placarding.

ACCIDENT RECORD FOR PAST 3 YEARS OR MORE (ATTACH SHEET IF MORE SPACE IS NEEDED) IF NONE, WRITE NONE

DATES	NATURE OF ACCIDENT (HEAD-ON, REAR-END, UPSET, ETC.)	FATALITIES	INJURIES	HAZARDOUS MATERIAL SPILL
LAST ACCIDENT				
NEXT PREVIOUS				
NEXT PREVIOUS				

TRAFFIC CONVICTIONS AND FORFEITURES FOR THE PAST 3 YEARS (OTHER THAN PARKING VIOLATIONS) IF NONE, WRITE NONE

LOCATION	DATE	CHARGE	PENALTY

(ATTACH SHEET IF MORE SPACE IS NEEDED)

EXPERIENCE AND QUALIFICATIONS - DRIVER

List all driver licenses or permits held in the past 3 years

DRIVER LICENSES	STATE	LICENSE NO.	TYPE	EXPIRATION DATE

A. Have you ever been denied a license, permit, or privilege to operate a motor vehicle?

YES _____ NO _____

B. Has any license, permit, or privilege ever been suspended or revoked?

YES _____ NO _____

IF THE ANSWER TO EITHER A OR B IS YES, GIVE DETAILS _____

DRIVING EXPERIENCE CHECK YES OR NO

CLASS OF EQUIPMENT	CIRCLE TYPE OF EQUIPMENT	DATES FROM(M/Y) TO(M/Y)	APPROX. NO. OF MILES (TOTAL)
STRAIGHT TRUCK <input type="checkbox"/> YES <input type="checkbox"/> NO	(VAN,TANK,FLAT,DUMP,REFER)		
TRACTOR AND SEMI-TRAILER <input type="checkbox"/> YES <input type="checkbox"/> NO	(VAN,TANK,FLAT,DUMP,REFER)		
TRACTOR - TWO TRAILERS <input type="checkbox"/> YES <input type="checkbox"/> NO	(VAN,TANK,FLAT,DUMP,REFER)		
TRACTOR - THREE TRAILERS <input type="checkbox"/> YES <input type="checkbox"/> NO	(VAN,TANK,FLAT,DUMP,REFER)		
MOTORCOACH - SCHOOL BUS <input type="checkbox"/> YES <input type="checkbox"/> NO <small>More than 16 passengers</small>	_____		
MOTORCOACH - SCHOOL BUS <input type="checkbox"/> YES <input type="checkbox"/> NO <small>More than 8 passengers</small>	_____		
OTHER _____			

LIST STATES OPERATED IN FOR THE LAST FIVE YEARS _____

SHOW SPECIAL COURSES OR TRAINING THAT WILL HELP YOU AS A DRIVER _____

WHICH SAFE DRIVING AWARDS DO YOU HOLD AND FROM WHOM? _____

EXPERIENCE AND QUALIFICATIONS - OTHER

SHOW ANY TRUCKING, TRANSPORTATION OR OTHER EXPERIENCE THAT MAY HELP IN YOUR WORK FOR THIS COMPANY _____

LIST COURSES AND TRAINING OTHER THAN SHOWN ELSEWHERE IN THIS APPLICATION _____

LIST SPECIAL EQUIPMENT OR TECHNICAL MATERIALS YOU CAN WORK WITH(OTHER THAN THOSE ALREADY SHOWN) _____

EDUCATION

CIRCLE HIGHEST GRADE COMPLETED: 1 2 3 4 5 6 7 8

HIGH SCHOOL: 1 2 3 4

COLLEGE: 1 2 3 4

LAST SCHOOL ATTENDED (NAME) _____

(CITY, STATE) _____

TO BE READ AND SIGNED BY APPLICANT

This certifies that this application was completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge.

Signature: _____ Date: _____



Motor Vehicle Report (MVR) and Criminal Background Check Authorization Form

Driving Records (Motor Vehicle Report) will be obtained as part of a pre-employment screening and upon employment, regularly thereafter. The report will be used to access your insurability as defined by our insurance carrier.

Criminal Background Check will also be obtained as part of the pre-employment screening. The report will become part of the employee's DQ File.

I hereby authorize Diamond B Energy Services to procure the MVR and Criminal Background report.

I understand that if I become uninsurable by the company insurance carrier, all driving privileges will be forfeited immediately, and I may be terminated from employment.

Date_____

Employee Full Name _____

Driver's License Number_____ State_____

Date of Birth_____ Expiration Date of License _____

Applicant Signature_____



Texas Commercial Driver License Self-Certification Affidavit



Federal Regulations along with the State of Texas Administrative Rules require a commercial driver to certify in one of the 4 categories listed below to determine if a medical certificate is required. If you select category one (1) or three (3), you must present a valid medical certificate.

Last Name	First Name	Middle Name	Maiden Name
Driver License Number	Birth Date	Social Security Number	

I certify my commercial transportation is:

☐ Category 1. Non-excepted Interstate. I operate or expect to operate in interstate commerce, am both subject to and meet the qualification requirements under 49 CFR part 391, and am required to obtain a medical examiner's certificate by § 391.45. *(CDL-4, CDL-10 box 7, medical certificate is required)*

☐ Category 2. Excepted Interstate. I operate or expect to operate in interstate commerce, but engage exclusively in transportation or operations excepted under 49 CFR 390.3(f), 391.2, 391.68 or 398.3 from all or parts of the qualification requirements of 49 CFR part 391. *(CDL-10)*

☐ Category 3. Non-Excepted Intrastate. I operate or expect to operate in intrastate commerce, and am subject to the physical qualifications of 49 CFR Part 391. *(CDL-5 part b, medical certificate is required)*

☐ Category 4. Excepted Intrastate. I operate or expect to operate in intrastate commerce, and engage exclusively in transportation or operations that exempt me from meeting the medical standards of 49 CFR Part 391. *(CDL-5 part a, CDL-10 box 10 or box 11)*

I certify that I have read, understand and meet the above checked categories for a commercial driver license.

Signature

Date

Please email, fax, or mail the medical certificate (if applicable) and the Self-Certification affidavit to:

Email (pdf format only): CDLMedCert@dps.texas.gov

Fax: 512-424-2002

Mail: Texas Department of Public Safety

Enforcement & Compliance Service

Attention: CDL Section

P.O. Box 4087

Austin, Texas 78773

General Information
A Guide for Commercial Driver's License (CDL) Holders
New Medical Certification Requirements

All CDL holders must provide a Self-Certification affidavit (CDL-7) no later than January 30, 2014 to the Department identifying the type of commercial motor vehicle operation in which they plan to operate. CDL holders operating in non-excepted interstate and non-excepted intrastate will be required to submit a current medical examiner's certificate and any variance they may have to the Department. Drivers who are required to have a medical examiners certificate and fail to maintain a current medical certificate with the Department may lose their CDL.

1) What is changing? Texas will now collect your medical certificate information at the time of your commercial driver license transaction.

2) What is not changing? The driver physical qualification requirements will not change.

3) When does this change start? This change begins March 5, 2012.

4) What are CDL holders required to do?

1. You must determine the type of commerce in which you operate and self-certify to one of the following four categories (see list below).

- **Interstate non-excepted:** You are an Interstate non-excepted driver and must meet the Federal DOT medical card requirements (e.g. – you are “not excepted”).
- **Interstate excepted:** You are an Interstate excepted driver and do not have to meet the Federal DOT medical card requirements.
- **Intrastate non-excepted:** You are an Intrastate non-excepted driver and are required to meet the DOT medical requirements.
- **Intrastate excepted:** You are an Intrastate excepted driver and do not have to meet the DOT medical requirements.

2. If you are subject to the Department of Transportation (DOT) medical card requirements, provide a copy of each new DOT medical card to the Department prior to the expiration of the current DOT medical card.

5) How do you determine the type of commerce in which you plan to operate? Read the information for DOT medical certificate requirements located at <http://www.txdps.state.tx.us/DriverLicense/medCertReg.htm>.

6) How can you comply with the new requirements? If you are applying for a new commercial driver license, or plan on renewing or obtaining a replacement before January 30, 2014, be sure to bring your DOT medical card if you have one, when you come to your local driver license office.

If you are a current commercial driver license holder and do not need to renew or obtain a replacement before January 30, 2014, print and complete a copy of the self-certification form (CDL-7) located on our website, and mail, fax, or email the self-certification form to the contact information below. If you are required to maintain a DOT medical certificate, be sure to send a copy of that and any variance you may have along with the Self-Certification affidavit.

7) What if you have renewed your DOT medical certificate since the last time you sent one in to the Department? To prevent your commercial driver license from being downgraded, you will need to send a copy of the new DOT medical certificate to the Department within 15 days of the DOT medical certificate issuance date.

8) How to submit your medical certificates?

Self-Certification affidavits (CDL-7) and DOT medical certificate information can be submitted to the Department through one of the following:

Mail: Texas Department of Public Safety
Enforcement & Compliance Service
Attention: CDL Section
PO Box 4087
Austin, Texas 78773

Fax: 512-424-2002/Attention: CDL Section

Email: CDLMedCert@dps.texas.gov (Must be in pdf format)

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

IMPORTANT DISCLOSURE

REGARDING BACKGROUND REPORTS FROM THE *PSP Online Service*

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

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

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

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

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

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

AUTHORIZATION

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

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

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

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

I have read the above Disclosure Regarding Background Reports provided to me by Prospective Employer and I understand that if I sign this Disclosure and Authorization, Prospective Employer may obtain a report of my crash and inspection history. I hereby authorize Prospective Employer and its employees, authorized agents, and/or affiliates to obtain the information authorized above.

Date: _____

Signature

Name (Please Print)

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

NOTICE: The prospective employment concept referenced in this form contemplates the definition of "employee" contained at 49 C.F.R. 383.5.

LAST UPDATED 12/22/2015

SAFETY PERFORMANCE HISTORY RECORDS REQUEST

SECTION 1

AUTHORIZATION

I, (Print Name) _____, hereby authorize:

(First, M.I., Last)

Previous Employer: _____ Email: _____

Street Address: _____ Phone: _____

City, State, Zip: _____ Fax: _____

to release and forward the information requested by section 3 of this document concerning my Alcohol and Controlled Substance Testing records within the previous 3 years from _____

(Date of Employment Application)

to:

Prospective Employer: _____ Attn.: _____

Street Address: _____ Phone: _____

City, State, Zip: _____

In compliance with 49 CFR §§40.25(g) and 391.23(h), release of this information must be made in a written form that ensures confidentiality, such as fax, email, or letter.

Prospective employer's confidential fax number: _____

Prospective employer's confidential email: _____

Applicant's Signature _____

Date _____

This information is being requested in compliance with 49 CFR §§ 40.25 and 391.23.

SECTION 2

ACCIDENT HISTORY

The applicant named above was employed by us. ☐ Yes ☐ No

Employed as _____ from (mm/yy) _____ to (mm/yy) _____.

Did he/she drive motor vehicle for you? ☐ Yes ☐ No If yes, what type? ☐ Straight Truck ☐ Tractor/Semitrailer

☐ Bus ☐ Cargo Tank ☐ Doubles/Triples ☐ Other (Specify) _____

ACCIDENTS: Complete the following for any accidents included on your accident registrar (§390.15(b)) that involved the applicant in the 3 years prior to the application date shown above, or check here ☐ if there is no accident register data for this driver.

Date	Location	No. of Injuries	No. of Fatalities	Hazmat Spill
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

Please provide information concerning any other accidents involving the applicant that were reported to government agencies or insurers or retained under internal company policies: _____

Signature: _____

Title: _____ Date: _____

PREVIOUS EMPLOYER – COMPLETE SIDE 2, SECTION 3

SECTION 3**DRUG AND ALCOHOL HISTORY**

If driver was not subject to Department of Transportation testing requirements while employed by this employer, please check here ☐.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Has this person had an alcohol test with a result of 0.04 or higher alcohol concentration? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has this person tested positive or adulterated or substituted a test specimen for controlled substances? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has this person refused to submit to post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substance test? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has this person committed other violations of Subpart B or Part 382 or Part 40? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. If this person has violated a DOT drug and alcohol regulation, did this person fail to undertake or complete a program prescribed by a Substance Abuse Professional (SAP) in your employ? If yes, please send documentation back with this form. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. For a driver who successfully completed a SAP's rehabilitation referral and remained in your employ, did this driver subsequently have an alcohol test result of 0.04 or greater, a verified positive drug test, or refuse to be tested? | <input type="checkbox"/> | <input type="checkbox"/> |

In answering these questions, include any required DOT drug or alcohol testing information obtained from prior previous employers in the previous 3 years prior to the application date shown on side 1.

Name: _____
Company: _____
Street: _____
City, State, Zip: _____ Phone: _____
Section 3 completed by (Signature) _____ Date: _____

SECTION 4**MODE OF COMMUNICATION**

This form was sent to previous employer via (check one) ☐ Fax ☐ Mail ☐ Email ☐ Other _____
By _____ Date: _____

SECTION 5**RECEIPT INFORMATION**

Complete the following when the requested information is obtained.

Information received from _____
Recorded by: _____ Method: ☐ Fax ☐ Mail ☐ Email ☐ Phone
Date: _____ ☐ Other _____

INSTRUCTIONS FOR COMPLETING THE SAFETY PERFORMANCE HISTORY RECORDS REQUEST**SIDE 1 SECTION 1: Prospective Employee**

- Complete the information required in this section
- Sign and date
- Submit to the prospective employer

SIDE 1 SECTION 2: Previous Employer

- Complete the information required in this section
- Sign and date
- Turn form over to complete SIDE 2 SECTION 3

SIDE 2 SECTION 3: Previous Employer

- Complete the information required in this section
- Sign and date
- Return to prospective employer

SIDE 2 SECTION 4: Prospective Employer

- Verify that prospective employee has correctly completed SIDE 1 SECTION 1
- Complete the information required in this section
- Make a copy of this form and keep it on file
- Send to previous employer

SIDE 2 SECTION 5: Prospective Employer

- Record receipt of the information in SECTION 5
- Keep form on file for duration of the driver's employment and for three years thereafter

SAFETY PERFORMANCE HISTORY RECORDS REQUEST

SECTION 1**AUTHORIZATION**

I, (Print Name) _____, hereby authorize:

(First, M.I., Last)

Previous Employer: _____ Email: _____

Street Address: _____ Phone: _____

City, State, Zip: _____ Fax: _____

to release and forward the information requested by section 3 of this document concerning my Alcohol and Controlled Substance Testing records within the previous 3 years from _____

(Date of Employment Application)

to:

Prospective Employer: _____ Attn.: _____

Street Address: _____ Phone: _____

City, State, Zip: _____

In compliance with 49 CFR §§40.25(g) and 391.23(h), release of this information must be made in a written form that ensures confidentiality, such as fax, email, or letter.

Prospective employer's confidential fax number: _____

Prospective employer's confidential email: _____

Applicant's Signature _____

Date _____

This information is being requested in compliance with 49 CFR §§ 40.25 and 391.23.

SECTION 2**ACCIDENT HISTORY**

The applicant named above was employed by us. ☐ Yes ☐ No

Employed as _____ from (mm/yy) _____ to (mm/yy) _____

Did he/she drive motor vehicle for you? ☐ Yes ☐ No If yes, what type? ☐ Straight Truck ☐ Tractor/Semitrailer

☐ Bus ☐ Cargo Tank ☐ Doubles/Triples ☐ Other (Specify) _____

ACCIDENTS: Complete the following for any accidents included on your accident registrar (§390.15(b)) that involved the applicant in the 3 years prior to the application date shown above, or check here ☐ if there is no accident register data for this driver.

Date	Location	No. of Injuries	No. of Fatalities	Hazmat Spill
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

Please provide information concerning any other accidents involving the applicant that were reported to government agencies or insurers or retained under internal company policies: _____

Signature: _____

Title: _____ Date: _____

PREVIOUS EMPLOYER – COMPLETE SIDE 2, SECTION 3

SECTION 3**DRUG AND ALCOHOL HISTORY**

If driver was not subject to Department of Transportation testing requirements while employed by this employer, please check here ☐.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Has this person had an alcohol test with a result of 0.04 or higher alcohol concentration? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has this person tested positive or adulterated or substituted a test specimen for controlled substances? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has this person refused to submit to post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substance test? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has this person committed other violations of Subpart B or Part 382 or Part 40? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. If this person has violated a DOT drug and alcohol regulation, did this person fail to undertake or complete a program prescribed by a Substance Abuse Professional (SAP) in your employ If yes, please end documentation back with this form. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. For a driver who successfully completed a SAP's rehabilitation referral and remained in your employ, did this driver subsequently have an alcohol test result of 0.04 or greater, a verified positive drug test, or refuse to be tested? | <input type="checkbox"/> | <input type="checkbox"/> |

In answering these questions, include any required DOT drug or alcohol testing information obtained from prior previous employers in the previous 3 years prior to the application date shown on side 1.

Name: _____
Company: _____
Street: _____
City, State, Zip: _____ Phone: _____
Section 3 completed by (Signature) _____ Date: _____

SECTION 4**MODE OF COMMUNICATION**

This form was sent to previous employer via (check one) ☐ Fax ☐ Mail ☐ Email ☐ Other _____
By _____ Date: _____

SECTION 5**RECEIPT INFORMATION**

Complete the following when the requested information is obtained.

Information received from _____
Recorded by: _____ Method: ☐ Fax ☐ Mail ☐ Email ☐ Phone
Date: _____ ☐ Other _____

INSTRUCTIONS FOR COMPLETING THE SAFETY PERFORMANCE HISTORY RECORDS REQUEST**SIDE 1 SECTION 1: Prospective Employee**

- Complete the information required in this section
- Sign and date
- Submit to the prospective employer

SIDE 1 SECTION 2: Previous Employer

- Complete the information required in this section
- Sign and date
- Turn form over to complete SIDE 2 SECTION 3

SIDE 2 SECTION 3: Previous Employer

- Complete the information required in this section
- Sign and date
- Return to prospective employer

SIDE 2 SECTION 4: Prospective Employer

- Verify that prospective employee has correctly completed SIDE 1 SECTION 1
- Complete the information required in this section
- Make a copy of this form and keep it on file
- Send to previous employer

SIDE 2 SECTION 5: Prospective Employer

- Record receipt of the information in SECTION 5
- Keep form on file for duration of the driver's employment and for three years thereafter

SAFETY PERFORMANCE HISTORY RECORDS REQUEST

SECTION 1	AUTHORIZATION
------------------	----------------------

I, (Print Name) _____, hereby authorize:

(First, M.I., Last)

Previous Employer: _____ Email: _____

Street Address: _____ Phone: _____

City, State, Zip: _____ Fax: _____

to release and forward the information requested by section 3 of this document concerning my Alcohol and Controlled Substance Testing records within the previous 3 years from _____

(Date of Employment Application)

to:

Prospective Employer: _____ Attn.: _____

Street Address: _____ Phone: _____

City, State, Zip: _____

In compliance with 49 CFR §§40.25(g) and 391.23(h), release of this information must be made in a written form that ensures confidentiality, such as fax, email, or letter.

Prospective employer's confidential fax number: _____

Prospective employer's confidential email: _____

Applicant's Signature _____

Date _____

This information is being requested in compliance with 49 CFR §§ 40.25 and 391.23.

SECTION 2	ACCIDENT HISTORY
------------------	-------------------------

The applicant named above was employed by us. ☐ Yes ☐ No

Employed as _____ from (mm/yy) _____ to (mm/yy) _____

Did he/she drive motor vehicle for you? ☐ Yes ☐ No If yes, what type? ☐ Straight Truck ☐ Tractor/Semitrailer

☐ Bus ☐ Cargo Tank ☐ Doubles/Triples ☐ Other (Specify) _____

ACCIDENTS: Complete the following for any accidents included on your accident registrar (§390.15(b)) that involved the applicant in the 3 years prior to the application date shown above, or check here ☐ if there is no accident register data for this driver.

Date	Location	No. of Injuries	No. of Fatalities	Hazmat Spill
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

Please provide information concerning any other accidents involving the applicant that were reported to government agencies or insurers or retained under internal company policies: _____

Signature: _____

Title: _____ Date: _____

PREVIOUS EMPLOYER – COMPLETE SIDE 2, SECTION 3

SECTION 3**DRUG AND ALCOHOL HISTORY**

If driver was not subject to Department of Transportation testing requirements while employed by this employer, please check here ☐.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Has this person had an alcohol test with a result of 0.04 or higher alcohol concentration? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has this person tested positive or adulterated or substituted a test specimen for controlled substances? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has this person refused to submit to post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substance test? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has this person committed other violations of Subpart B or Part 382 or Part 40? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. If this person has violated a DOT drug and alcohol regulation, did this person fail to undertake or or complete a program prescribed by a Substance Abuse Professional (SAP) in your employ If yes, please end documentation back with this form. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. For a driver who successfully completed a SAP's rehabilitation referral and remained in your employ, did this driver subsequently have an alcohol test result of 0.04 or greater, a verified positive drug test, or refuse to be tested? | <input type="checkbox"/> | <input type="checkbox"/> |

In answering these questions, include any required DOT drug or alcohol testing information obtained from prior previous employers in the previous 3 years prior to the application date shown on side 1.

Name: _____
Company: _____
Street: _____
City, State, Zip: _____ Phone: _____
Section 3 completed by (Signature) _____ Date: _____

SECTION 4**MODE OF COMMUNICATION**

This form was sent to previous employer via (check one) ☐ Fax ☐ Mail ☐ Email ☐ Other _____
By _____ Date: _____

SECTION 5**RECEIPT INFORMATION**

Complete the following when the requested information is obtained.

Information received from _____
Recorded by: _____ Method: ☐ Fax ☐ Mail ☐ Email ☐ Phone
Date: _____ ☐ Other _____

INSTRUCTIONS FOR COMPLETING THE SAFETY PERFORMANCE HISTORY RECORDS REQUEST**SIDE 1 SECTION 1: Prospective Employee**

- Complete the information required in this section
- Sign and date
- Submit to the prospective employer

SIDE 1 SECTION 2: Previous Employer

- Complete the information required in this section
- Sign and date
- Turn form over to complete SIDE 2 SECTION 3

SIDE 2 SECTION 3: Previous Employer

- Complete the information required in this section
- Sign and date
- Return to prospective employer

SIDE 2 SECTION 4: Prospective Employer

- Verify that prospective employee has correctly completed SIDE 1 SECTION 1
- Complete the information required in this section
- Make a copy of this form and keep it on file
- Send to previous employer

SIDE 2 SECTION 5: Prospective Employer

- Record receipt of the information in SECTION 5
- Keep form on file for duration of the driver's employment and for three years thereafter

MOTOR VEHICLE DRIVER'S
Certification of Violations/Annual Review of Driving Record

MOTOR CARRIER INSTRUCTIONS: 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/she has forfeited bond or collateral during the preceding 12 months (Section 391.27). Drivers who have provided information required by Section 383.31 need not repeat that information on this form.

DRIVER REQUIREMENTS: Each driver shall furnish the list as required by the motor carrier above. 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 (Section 391.27).

COMPLETED BY DRIVER — CERTIFICATION OF VIOLATIONS

NAME OF DRIVER: (PRINT)	SOCIAL SECURITY NUMBER	DATE OF EMPLOYMENT -	
HOME TERMINAL (CITY AND STATE)	DRIVER'S LICENSE NUMBER STATE	EXPIRATION DATE	
I certify that the following is a true and complete list of traffic violations required to be listed (other than those I have provided under Part 383) for which I have been convicted or forfeited bond or collateral during the past 12 months. (If you have had no violations, check the following box - None.)			
DATE	OFFENSE	LOCATION	TYPE OF VEHICLE OPERATED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral on account of any violation (other than those I have provided under Part 383) required to be listed during the past 12 months.			
Date of Certification. _____ Driver's Signature _____			

COMPLETED BY MOTOR CARRIER — ANNUAL REVIEW OF DRIVING RECORD

MOTOR CARRIER INSTRUCTIONS: Review the Certification of Violations listed above and other information described in Section 391.25 of the Federal Motor Carrier Safety Regulations. Complete the information requested below.

I have hereby reviewed the driving record of the above named driver in accordance with Section 391.25 and find that he/she (check one):

- ☐ Meets minimum requirements for safe driving ☐ Is disqualified to drive a motor vehicle pursuant to Section 391.15
- ☐ Does not adequately meet satisfactory safe driving performance

Action taken with driver: _____

Reviewed by: _____
Signature _____ Date _____
Printed Name _____ Title _____

Tang & Company

Committed to a **healthier, safer**
and **compliant** workforce



☐ APCCP

☐ ASAPCC

☐ LACC

☐ NASAP

☐ OSCA-Training Only

☐ Background Check

EMPLOYER INFORMATION SHEET

EMPLOYER INFORMATION		
Company Name: _____		
Address: _____		
Street	City	State Zip
Estimated number of employees who will be enrolled in this program: _____		
Designated Employer Representative (DER/CER) is the employee from your company that is responsible for the administration and correspondence with ASAP Drug Solutions, Inc. and Occupational Safety Councils of America.		
Primary Employer Representative: (Please Print First & Last Name)	Security Question:	Security Answer:
Tel. #: _____ (Confidential information will be transmitted to the Secure Fax #)	Secure Fax: _____	Email: _____
Secondary Employer Representative: (Please Print First & Last Name)	Security Question:	Security Answer:
Tel. #: _____ (Confidential information will be transmitted to the Secure Fax #)	Secure Fax: _____	Email: _____
INVOICE ATTN: _____	BILLING TEL. #: _____	
BILLING ADDRESS: _____	BILLING SECURE FAX #: _____	
City, State, Zip: _____	Email Address: _____	
PRIMARY DESIGNATED EMPLOYER REPRESENTATIVE (DER) SIGNATURE (No Digital Signature)		
_____ Employer Representative Signature	_____ Date	_____ Print Name of Representative
Comments/Special Instructions: _____ _____ _____ _____		OFFICE USE ONLY: Program Start Date: _____ Account#: _____ ASAP Representative: _____

Doc #: QESH13-F1A	Title: Employer Information Sheet-EIS	Date: 07/25/2018
Initially Created by: ASAP MR	Initially Approved By Sheila Guzman	Rev: A

Corporate Office

455 E. Carson Plaza Dr., Carson, CA 90746
Tel: (562) 624-2720 Fax: (562) 624-2724
Toll Free: (866) 699-ASAP (2727)



ASAP/ANADARKO CONTRACTOR CONSORTIUM (APCCP)
COMPANY MEMBER AGREEMENT

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

with its principal office located at _____
Address City State Zip

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

- Drug and Alcohol Testing. Company Member hereby retains ASAP to administer the APCCP Drug and Alcohol Program. The program is set forth in the APCCP Policy and Procedures Manual provided to Company Member. The Policy may be revised from time to time at the reasonable discretion of the ASAP Drug Solutions after notice to Company Member.
- Term. This Agreement shall commence on the date of this Agreement set forth below and may be terminated with 60 days advance written notice.
- Program Services and Prices. Company Member agrees to pay for its services at the rates.
- Program Administration. ASAP Drug Solutions shall administer the program for employees of Company Member as follows:
 - Company Member shall provide ASAP with company information needed to administer the APCCP program.
 - Designation of Representative. Company Member shall designate a Designated Employer 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.
 - 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.
 - 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.
 - ASAP shall maintain the records of and information regarding results of drug and alcohol testing in accordance with applicable regulations and the APCCP Policy. The records maintained by ASAP shall reside in the APCCP database.
 - ASAP shall conduct drug and alcohol testing in accordance with APCCP Policy: Pre-Enrollment, Pre-Access, Reasonable Suspicion, Random, Post-Accident, Annual Test.
 - 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.
 - 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.
 - 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.
 - ASAP shall provide reporting of status under the APCCP Policy and drug testing statistics when required of Company Members.
- Indemnification. ASAP Drug Solutions, Inc. (ASAP) is an independent contractor. It is providing Company Member with the administration of the APCCP Drug and Alcohol Testing Program . ASAP does not assume any liability for APCCP or the enforcement of APCCP, the reporting functions of the ASAP Contractor Consortium (APCCP) 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 APCCP Policy, and applicable 49CFR Part 40 drug testing procedures as referenced in the APCCP 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.
- 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.
- 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 the 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.
- 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

Doc #: QESHP10-F1A	Title: Anadarko Consort Agreement	Date: 07/25/2018
Initially Created by: Sheila Guzman	Initially Approved By Sheila Guzman	Rev: A

COMPANY SERVICE AGREEMENT FOR BACKGROUND CHECK REPORTS

This Agreement is made on _____ by and between ASAP Drug Solutions (“ASAP”), located at 455 Carson Plaza Dr., Carson, California 90746, and (Company End-User) _____ with its principal office located at _____

Address	City	State	Zip

The parties agree as follows:

1. **Purpose of Background Reports:** Company certifies that it will order Background Reports for Employment Purposes only, including evaluating the Applicant/Employee for employment, promotion, reassignment, retention as an employee, and/or eligibility to enter worksite premises. Company certifies that it will notify ASAP in writing if it intends to order or use Background Reports for any other purpose.
2. **Company Disclosure and Authorization Forms and Certifications to ASAP:** Company understands that in order to comply with applicable federal and state laws, Company must provide written disclosures, and obtain the written consent/authorization of the Applicant/Employee prior to obtaining the Background Reports. Separate disclosure forms may be required to comply with federal and California requirements.
- a. Both federal and state laws regulate the use of credit reports. In order to comply with the requirements of the federal Fair Credit Reporting Act (“FCRA”), Company certifies that **each time** a **consumer report** is used for employment purposes, and **prior to ordering the report**, Company has
- made a disclosure in writing to the subject of the report, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes. [15 U.S.C. § 1681b] §604 (b)(2)(A)
 - obtained the written authorization of the subject (which may be made on the disclosure document referred to above)
 - Certified to the reporting organization (ASAP) that the required disclosure was made, written authorization was obtained, and that the employer will only use the information for lawful purposes
- b. Both federal and state laws regulate the use of **investigative consumer reports or background checks**. In order to comply with the requirements of the California Investigative Consumer Reporting Agencies Act (“ICRA”), Company certifies that **each time** a background check or investigative consumer report is obtained, and **prior to ordering the report**, Company has obtained the written consent of the Applicant/Employee and provided a separate written disclosure to the individual. The authorization must include a “check box” permitting the Applicant/Employee to request a copy of any report obtained by the Company. The written disclosure must contain the following information:
- that Company may obtain an investigative consumer report
 - the report may contain information on the subject’s character, general reputation, personal characteristics, and mode of living
 - the permissible purpose of the report (hiring, retention, etc.)
 - the name, address, and telephone number of ASAP
 - the nature and scope of the investigation, and a statement of the subject’s right to view the file maintained by ASAP
- c. Company will keep all original signed disclosure forms for at least two (2) years after receipt and will provide ASAP copies within two (2) business days after request.
3. **ASAP Authorization and Disclosure Form:** In addition to signed Company disclosure and authorization forms, ASAP requires each Company Applicant/Employee to sign a separate ASAP Authorization and Disclosure Form. Company agrees to transmit a copy of the signed ASAP form to ASAP by fax when ordering a Background Report on such person. *Company understands that ASAP will not provide a Background Report on any Company Applicant/Employee until ASAP has received the faxed signed ASAP Authorization and Disclosure Form of that individual.*



American Substance Abuse Professional Drug Solutions, Inc.

4. **Employee Copy:** Each time Company orders a Background Report, Company certifies that if the Applicant/Employee of the report requests a copy of a Background Report by checking a box on the disclosure form (to comply with California law "ICRA"), Company will provide Applicant/Employee with a copy within three (3) business days of receipt of the report from ASAP.

5. **Pre-Adverse Action Certification:** Company certifies that **prior to taking adverse action (within the meaning of the FCRA)**, with respect to an Applicant/Employee based in whole or in part on a Background Report, Company will have informed the Applicant/Employee in writing of such action, given the Applicant/Employee a copy of the Background Report, and a written summary of FCRA rights. **The summary of rights under FCRA is posted on the ASAP website.**

6. **Adverse Action Certification:** Company certifies that following any adverse action with respect to an Applicant/Employee based in whole or in part on a credit report information, it will provide the Applicant/Employee with the following:

- a. Written notice of the adverse action.
- b. ASAP's name, address, and toll-free telephone number.
- c. A statement that ASAP did not make the decision to take the adverse action and is unable to provide the specific reasons why the adverse action was taken.
- d. Written notice of the right to obtain a free copy of the Background Report from ASAP if requested within 60 days of receipt of the notice, and
- e. The right of the Applicant/Employee to dispute any information in the report that is believed to be incorrect or incomplete.

7. **Order Process:** In order to order a Background Report on an Applicant/Employee, Company must submit an order form to ASAP. **Each time the Company submits an order, it reaffirms each and every one of its certifications in this Agreement with respect to all Background Reports included in the order.**

8. **Non-Disclosure of Background Reports:** Background Reports will be provided to Company. Company agrees that it will keep the contents of such reports strictly confidential and provide access to such information only to employees with a need to know. Company agrees not to provide a Background Report to, or discuss the contents of such report with, any third party other than the subject of the report.

9. **Certification of Legal Compliance:** Company acknowledges that it is **solely responsible for its own regulatory compliance with current federal and applicable state laws**, including California laws, in the ordering and use, for employment purposes, of Background Reports, and giving required notices in connection therewith. **Each time** Company orders a Background Report, it certifies that it will not use any information in the report in violation of any applicable federal or state laws, including, but not limited to, the Fair Credit Reporting Act "FCRA", the California Investigative Consumer Agencies Reporting Act "ICRA", the American with Disabilities Act "ADA" and equal employment opportunity laws or regulation.

Company agrees that although ASAP has provided forms that Company may use in connection with such compliance, ASAP makes no representation or warranty regarding the legal sufficiency of such forms, and ***Company is responsible for making its own determination regarding such sufficiency and making any appropriate changes Company deems to be advisable. Company expressly releases ASAP from all claims and liability in connection with the use of such forms.***

10. **Payment Terms:** Company has agreed to pay ASAP's fees for Background Reports. (Schedule I). In addition, if state sales or similar taxes (together, "Sales Taxes") are applicable, Company agrees to pay such taxes. All ASAP fees and applicable Sales Taxes (if any) are payable within fifteen (15) days after invoice date. Overdue payments are subject to an additional charge of 1.5 percent per month (based on actual number of days elapsed) on all amounts that are not paid when due. In the event of a disputed charge on an invoice, Company 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. ASAP may suspend services to Company for delinquency in payments.

Company agrees to pay all collection costs and charges (including reasonable attorney fees) incurred by ASAP in collecting any amount owed to it hereunder, whether or not litigation has been instituted.



11. **Termination:** **EITHER PARTY MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE OR PENALTY, EFFECTIVE UPON 60-DAY PRIOR WRITTEN NOTICE TO THE OTHER PARTY.** Termination of this Agreement shall not affect Company's obligation to pay ASAP's fees accrued prior to the termination date. In the event of any breach of this Agreement by Company, ASAP reserves the right to suspend providing Background Reports on Company Applicants/Employees until the breach is cured and ASAP receives adequate assurances the breach will not reoccur. Termination of this Agreement shall not limit a party's right to seek remedies for the other party's breach. Sections 12, 13, 14, and 15 shall survive any termination of this Agreement.

12. **Disclaimer and Release:** ASAP MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE ACCURACY, OR COMPLETENESS OF ANY BACKGROUND REPORT (OR ANY INFORMATION THEREIN). IN ADDITION, ASAP DOES NOT WARRANT THAT THE BACKGROUND REPORTS (OR ANY INFORMATION THEREIN) WILL BE FREE FROM ERRORS, WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, OR WILL MEET COMPANY'S NEEDS.

13. **Indemnity:** ASAP is an independent Company. ASAP does not assume any liability for Company's policies regarding Background Checks, Company's compliance with applicable federal and state laws; or the actions of Company's Applicants/Employees. Company Member agrees to defend, indemnify and hold harmless ASAP, and its company officers, directors, and employees, from any loss or damage resulting from or arising out of any alleged willful or negligent act on the part of the Company, including any breach of certification, representation, warranty, or agreement herein; or other failure to comply with any legal requirement in connection with ordering and using Background Reports. ASAP agrees to defend, indemnify and hold harmless the Company and its company officers, directors, and employees, from any loss or damage resulting from or arising out of any alleged willful or negligent act on the part of ASAP. Neither party shall be liable to the other party for any indirect, special or consequential damages of any nature, in connection with any Background Report or this Agreement, whether based on tort, negligence, or any other cause.

14. **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, including, without limitation, computer or other transmission failures, and the unavailability of the information from the vendors used by ASAP to produce Background Reports.

15. **General Provisions:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, and agreements of the parties with respect to such subject matter. No amendment to, or other modification of, this Agreement shall be binding upon either party unless executed in writing by both parties. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party. This Agreement is governed by California law. In the event of litigation involving this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs in addition to any other relief awarded.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date set forth above.

ASAP Drug Solutions, Inc. Representative:

Company Representative:

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____