



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Box 12
Fernandina Beach, Florida 32034-0494



BOARD MEETING

DATE: 6-16 19 96

ACTION: 11

INFO: _____

DATE: May 23, 1996

TO: Walt Gossett ✓
County Coordinator

FROM: Lew Eason
Safety Coordinator

SUBJECT: Service Contract for Drug Testing

Please find attached the contract for collection, testing and Medical Review Officer services offered by Dr. Alex Llarena of Fernandina Beach.

Dr. Llarena has offered to provide us pre-addressed forms (example is attached) for processing specimens.

The fee for his service is \$55.00 for a D.O.T. drug screen and \$60.00 for a HRS screen. These fees include collection, lab fee and the Medical Officer review.

Dr. Llarena uses the DAMON-METPATH laboratory in Tampa which is NIDA certified, and is included in our Drug Free Workplace Policy list of authorized laboratories for drivers and non-drivers.

Processing/testing is expected to take 3 - 5 days.

6/18/96

- Original + 1 certified copy of contract sent to Corning MetPath Lab in New Jersey
- Copy to Lab
- Copy to Lew Eason

LE/sm

cc: Director, Public Safety

file

- Copy to Finance
- Copy to Dr. Llarena

RECEIVED MAY 31 1996

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file

**SERVICE CONTRACT FOR SPECIMEN COLLECTION
AND DRUG/ALCOHOL TESTING DRUGS**

This agreement is made and entered into this 22 day of May, 1996, by and between **NASSAU COUNTY, FLORIDA** ("County"), Corning ("Laboratory"), and Alex Llarina, MD ("Collection Site").

ACKNOWLEDGMENTS

WHEREAS, County is an employer doing business in the State of Florida and desires to establish a Drug-free Workplace Program pursuant to the terms of Sections 440.101 and 440.102 of the Florida Workers Compensation Act ("the Act") and under the Department of Transportation Controlled Substance Testing Regulations, 49 C.F.R. Part 382 and 391, and Department of Transportation Procedures for Transportation Workplace Drug Testing Programs 49 C.F.R. Part 40; and

WHEREAS, County desires to contract with qualified facilities for the collection of specimens and testing of these specimens to determine the presence of the drugs identified in Attachment "A" of this Agreement; and

WHEREAS, Laboratory has represented itself as and, in fact, is a licensed laboratory approved by the State of Florida Agency for Health Care Administration or certified by the United States Department of Health and Human Services using the criteria established by 49 C.F.R. Part 40 as guidelines; and

WHEREAS, Laboratory is licensed and approved to perform drug testing in accordance with rules as established by HRS in Chapter 10E-18, Florida Administrative Code, and the Department of Transportation Procedures for Workplace Drug Testing Programs, 49 C.F.R. Part 40; and

WHEREAS, Laboratory has designated Alex Llarina MD ("collection site") as a designated collection site for Laboratory which has all collection, security and chain of custody procedures necessary for the temporary storage and the shipping or transportation of urine or blood specimens to Laboratory in compliance with the provisions of §§38F-9.006 and 10E-18.005, Florida Administrative Code, and the Department of Transportation Procedures for Workplace Drug Testing Programs, 49 C.F.R. Part 40, or is a medical facility with such capabilities; and

WHEREAS, County has determined that Laboratory, Collection Site, their principals, and employees have the experience and qualifications to meet the needs of County for sample collection and drug testing; and

ATTACHMENT "4"

WHEREAS, County has selected Laboratory and Collection Site to provide services as an independent contractor in connection with sample specimen collection and drug testing; and

WHEREAS, it is the desire of the Parties to this Agreement that the functions, duties and responsibilities of the Laboratory and Collection Site and the compensation to be paid to the Laboratory and Collection site by the County be set forth in a written agreement,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. OBLIGATIONS OF LABORATORY AND COLLECTION SITE

1. Laboratory, through its designated Collection Site, shall collect urine or blood specimens, as appropriate, from job applicants or employees referred by County and conduct initial and confirmation testing of such specimens for the presence of alcohol and those drugs identified in Attachment "A" to this agreement and to report the results of such drug tests to the County through a designated medical review officer.
2. Laboratory and Collection Site certify that they are each familiar with the provisions set forth in Sections 440.101 and 440.102 of the Florida Statutes, as well as the rules and regulations promulgated by the Division of Workers Compensation (Chapter 38F-9, Florida Administrative Code), Florida Department of Health and Rehabilitative Services, (Chapter 10E-18, Florida Administrative Code), the Federal Highway Administration, 49 C.F.R. Part 382 and 391, and the Department of Transportation, 49 C.F.R. Part 40, which pertain to laboratory certification, specimen collection, drug testing, reporting of drug test results, medical review officer procedures, confidentiality of documents and information pertaining to drug testing, retention of drug testing records and specimens and other provisions which pertain to laboratories and collection sites engaged in the collection and/or testing of specimens pursuant to the Drug-Free Workplace Provisions set forth in Section 440.102 of the Act and 49 C.F.R. Part 382 and 391 and 49 C.F.R. Part 40. The statutory and regulatory requirements set forth in this paragraph are hereby incorporated by reference as part of this Agreement.
3. In performing their respective obligations under this Agreement, Laboratory and Collection Site shall fully comply with and perform all duties required of laboratories and collection sites by the statutory and regulatory provisions set forth in paragraph two (2) of this Agreement as such provisions currently exist and as they may be amended during the course of this Agreement.

4. Laboratory and collection site agree and consent to unannounced inspections of their facilities, directly or through an agent, by the County and the Federal Highway Administration.
5. Laboratory agrees to have qualified personnel available to testify in an administrative disciplinary or other proceeding against an employee or applicant when that proceeding is based on positive urinalysis results reported by Laboratory.
6. Laboratory shall maintain employee test records in confidence, as provided in Department of Transportation agency regulations. Laboratory shall disclose information related to a positive drug test of an individual to the individual, the County, or the decisionmaker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from a certified positive drug test.

II. COMPENSATION

7. In consideration for the covenants, conditions and agreements contained in this Agreement, which the Laboratory agrees to perform, County agrees to pay Laboratory and Collection Site in Accordance with the following arrangements:

[INSERT AGREED UPON FEE ARRANGEMENTS]

8. If any applicant or employee tested requests a re-testing procedure after the initial and confirmation test, the employee or applicant shall be responsible for paying any charges for such re-test. Laboratory and/or Collection Site shall be responsible for collecting any such charges from the applicant or employee if the retest is performed at the Laboratory and/or Collection Site. For drivers and applicants covered by DOT regulations, Laboratory and Collection Site will relinquish a driver's or driver-applicant's split specimen to the proper persons for transportation to a second Laboratory, while following all chain of custody procedures, if a proper request is made to the MRO by the driver or applicant within 72 hours of the driver or applicant being notified of a positive test result by the MRO.

INDEPENDENT CONTRACTOR RELATIONSHIP

9. In the Laboratory's and Collection Site's performance of their work, duties, and obligations under this Agreement, both Laboratory and Collection Site are at all times acting and performing as independent contractors. County shall neither have nor exercise any control or direction over the methods by which Laboratory, Collection Site or their employees shall perform their obligations under this Agreement.

IV. INDEMNIFICATION

10. Laboratory and Collection Site shall indemnify and hold County harmless from and against all costs, damages, judgments, attorneys' fees (including fees on appeal), expenses, obligations and liabilities of any kind or nature, including those based on actual or alleged negligence of Laboratory or Collection Site, that may occur, arise or result from Laboratory's or Collection site's acts or omissions in Laboratory's or Collection site's performance of their respective obligations under this Agreement or from Laboratory's or Collection site's breach of this Agreement.

V. ENTIRE AGREEMENT

11. This Agreement contains the entire understanding and agreement between the Parties and shall not be modified or superseded except upon the express written consent of all Parties to this Agreement. This Agreement supersedes and renders null and void any previous Agreements or Contracts whether oral or written between Laboratory, Collection Site and County.

VI. SEVERABILITY

12. If any provision of this Agreement is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this Agreement shall continue unabated and in full force and effect.

VII. GOVERNING LAW

13. This Agreement should be governed by and construed in accordance with the laws of the State of Florida.

VIII. TERM OF AGREEMENT

14. This Agreement shall become effective on 5/22/96 and shall remain in full force and effect until . Either Party, however, may cancel this Agreement by giving 30 days' written notice. Notwithstanding any right of either Party to cancel this Agreement, both Parties shall be responsible for and shall adhere to the requirements set forth in Part I, paragraphs two (2) and three(3) of this Agreement including, but not limited to, those pertaining to retention of records, tests, data, information and specimens as required by Florida Statutes Sections 440.101, and 440.102 and regulations promulgated by the Division of Workers Compensation (Chapter 38F-9, Florida Administrative Code) and

HRS (Chapter 10E-18, Florida Administrative Code), and the Department of Transportation Controlled Substance testing, 49 C.F.R. Part 382 and 49 C.F.R. Part 391, and the Department of Transportation Procedures for Transportation Workplace Drug Testing Programs, 49 C.F.R. Part 40.

IN WITNESS WHEREOF, and intending to be legally bound, Laboratory, Collection Site and County by their authorized representatives execute this Agreement consisting of five (5) pages and eleven (11) enumerated paragraphs by signing their names below.

EXECUTED THIS 22 day of May, 1996

5/22/96
Date

[Signature]
County

BOARD OF COUNTY COMMISSIONERS

6/10/96
Date

[Signature]
Witness

[Signature]
Jim B. Higginbotham
Its Chairman

EXECUTED THIS ___ day of _____, 19__.

Date

Laboratory

Date

Witness

EXECUTED THIS 22 day of May, 1996

5/22/96
Date

[Signature]
Collection Site

5/22/96
Date

[Signature]
Witness