

WHEREAS, the SANGMAON COUNTY SHERIFF'S OFFICE and SANGMAON COUNTY, as employer, have entered into a collective bargaining agreement with ILLINOIS F.O.P. LABOR COUNCIL/SANGAMON COUNTY FRATERNAL ORDER OF POLICE LODGE NO. 55, DEPUTIES AND COURT SECURITY OFFICERS, and

WHEREAS, the above referenced collective bargaining agreement contains Article 9, "Drug and Alcohol Testing," and

WHEREAS, a qualified area company was sought to implement the random drug and alcohol testing, and

WHEREAS, BANSAL OCCUPATIONAL SOLUTIONS, L.L.C. has many years of experience in managing and implementing random drug and alcohol testing, and is locate in Springfield, and is the best qualified and affordable professional services provider to implement the random drug and alcohol testing,

NOW, THEREFORE, BE IT RESOLVED by the Sangamon County Board, in session this 14th day of November 2006 that the professional services contract with BANSAL OCCUPATIONAL SOLUTIONS, L.L.C. to provide above described services, is hereby approved:

Neil Williamson A.  
Sangamon County Sheriff

Jail/OEM Committee

- [Signature], Chairman
- Alexis Turner, Member
- Sarah Musgrave, Member
- [Signature], Member
- [Signature], Member
- \_\_\_\_\_, Member
- \_\_\_\_\_, Member
- \_\_\_\_\_, Member
- \_\_\_\_\_, Member

Finance Committee

- [Signature], Chairman
- [Signature], Member
- [Signature], Member
- Rosemarie Long, Member
- Alexis Turner, Member
- [Signature], Member
- [Signature], Member
- [Signature], Member
- \_\_\_\_\_, Member

**RECEIVED**

OCT 3 2006

Paul Palazzolo  
SANGAMON COUNTY AUDITOR

**FILED**

OCT 11 2006

Joe Aiello  
Sangamon County Clerk

**AGREEMENT BETWEEN THE SANGAMON COUNTY SHERIFF'S DEPARTMENT, ILLINOIS AND BANSAL OCCUPATIONAL SOLUTIONS, LLC FOR CONTROLLED SUBSTANCES TESTING**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the **SANGAMON COUNTY, ILLINOIS**, a municipal corporation, by and through its Sheriff's Department and **BANSAL OCCUPATIONAL SOLUTIONS, L.L.C.**, an Illinois limited liability company (BOS).

**WITNESSETH:**

**WHEREAS**, the Sheriff's Department desires to employ the services of an independent consultant to provide controlled substances testing and related services for the Sangamon County Sheriff's Department Deputies, Sworn Officers, and Command Staff, and

**WHEREAS**, BOS possesses the necessary qualifications and expertise to provide said services to the Sheriff's Department.

**NOW, THEREFORE**, in consideration of the aforesaid premises and the promises, covenants and undertakings hereinafter set forth, the parties mutually agree as follows:

**SECTION I  
Scope of Services**

BOS shall perform random National Institute on Drug Abuse (NIDA) Five Panel split specimen tests for the Sangamon County Sheriff's Department as requested by the Sheriff's Office (the "Services"). In addition, BOS shall perform random Steroid testing (all categories) split specimen sample.

**SECTION II  
Performance of Services**

BOS shall report to, be responsible to, and be directed by the Sangamon County Sheriff's Department's Comptroller, or such other person as the Sheriff may designate.

BOS shall keep the Sheriff's Department officials informed at all times of the status of all matters pertaining to the Services.

BOS shall maintain all necessary licenses and certifications required by any federal, state, and local authorities for the Services.

BOS shall conduct the random selection of officers to be tested in accordance with Article 9- Drug and Alcohol Testing of the collective bargaining agreement between Sangamon County Board and the Sheriff of Sangamon County, the Employer, and the Illinois Fraternal Order of Police Labor Council representing the Sangamon County Lodge No. 55/ Deputies Bargaining Unit (attached as Appendix A).

BOS shall randomly select, in each quarter of the calendar year (the first to occur under this contract beginning October 1<sup>st</sup>, 2006), the date upon which the random selection of those to be tested shall occur.

The Sheriff's Department shall order all officers selected to be tested within 2 weeks from the date in which they were randomly selected, except where impossible due to circumstances of an employee's leave that is beyond the control of the Sheriff's Department.

The Sheriff's Department shall make all reasonable efforts to ensure that all officers selected on the same date for testing are tested within 24 hours of one another.

BOS shall report to the Sheriff's designee when any officer tests positive for a drug. This shall include reporting the blood alcohol concentration of any officer that tests positive for alcohol.

**SECTION III  
Term and Termination**

This Agreement shall commence on the date first written above and shall continue until the 30th of November, 2007. Either party may terminate this Agreement at any time for any reason upon sixty (60) days written notice with or without cause. Payment shall thereafter be made to BOS for all of the Services satisfactorily performed up to the effective date of termination of this Agreement. Upon the termination of this contract, the parties may agree, in writing, to the continuation of this contract for a term not to exceed the expiration date of the successor agreement to the deputies' collective bargaining agreement that is currently in effect.

**SECTION IV  
Compensation**

The Sangamon County Sheriff's Department will pay BOS for the Services at the rate of Forty Dollars (\$40.00) per NIDA 5 Panel Test and Two Hundred Fifteen Dollars (\$215.00) per Steroids Testing.

BOS shall submit billings on a monthly basis to the Sangamon County Sheriff's Department Comptroller for payment, which the Sheriff's Department agrees to pay in net 30 day terms.

This contract does not authorize an expenditure of Sangamon County Sheriff's Department funds, outside of the services specified above, unless the Sheriff's Department specifically approves an additional expenditure. BOS agrees and acknowledges that absent such prior approval it proceeds at its own risk with no guarantee of payment billed to the Sheriff's Department that exceeds the amount authorized by the Sheriff's Department.

**SECTION V  
Personnel**

All assessments, documentation, reports, and recommendations prepared by BOS hereunder shall represent the professional judgment and expertise of each of its employees rendering the Services.

**SECTION VI  
Compliance with Law**

BOS shall, in carrying out the provisions of this Agreement, comply with all applicable local, state and federal laws and regulations pertaining to the work performed or covered by this Agreement.

**SECTION VII  
Insurance**

BOS agrees to keep in force, to the satisfaction of the Sangamon County Sheriff's Department at all times during the performance of this work referred to above, sufficient professional liability insurance. BOS agrees that proof of such insurance coverage will be submitted to the Sheriff's Department at any time upon the Sheriff's Department request. These policies may not be canceled or amended without thirty (30) days prior written notice having been given to the Sheriff's Department. There shall be no additional charge for the insurance to the Sheriff's Department.

**SECTION VIII  
Relationship**

The performance of the Services shall be in the capacity of an independent agent contractor and not as an officer, or employee of the Sangamon County Sheriff's Department. In this regard, BOS agrees to hold the Sheriff's Department harmless from all damages to property or injury to persons arising out of the acts or omissions of BOS or its agents or employees.

**SECTION IX  
Assignability**

BOS shall not assign this Agreement without the prior written consent of the Sangamon County Sheriff's Department.

**SECTION X  
Records**

BOS agrees to keep and maintain proper medical records and accounts in which complete and correct entries shall be made. Said books shall be available at all reasonable times for examination by the Sheriff's Department, with respect to the Services.

**SECTION XI  
Waiver of Performance**

No waiver by the Sheriff's Department at any time of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or other terms or conditions or of any timely performance of such terms and conditions.

**SECTION XII  
Ownership and Confidentiality of Documents**

All documents, reports, data and other materials collected or prepared by BOS pursuant to this Agreement, both originals and copies, shall be the property of the Sheriff's Department. All such documents, reports and materials collected or prepared by BOS, including any as may have been furnished to BOS by the Sheriff's Department or any member thereof, shall be confidential and shall not be used by BOS or made available to any other entity or person except upon the prior written consent of the Sheriff's Department or except as may be necessary to perform the Services.

**SECTION VIII  
Non-Exclusive**

The Sheriff's Department expressly reserves the right to engage the services of any other consultant at all times.

**SECTION XIV  
Applicable Law**

This Agreement shall in all respects be governed by the laws of the State of Illinois. The Sheriff's Department and BOS voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the Sheriff's Department and BOS. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section with any court as written evidence of the consents, waivers and agreements of the parties set forth in this Section.

**SECTION XV  
Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted three (3) days after their deposit in the United States mail, postage prepaid.

**If to Sheriff's Department:**

Donald Barber  
Comptroller  
Sangamon County Sheriff's Department  
#1 Sheriff's Plaza  
Springfield, IL 62701

**If to BOS:**

Sunil Bansal MD, MPH  
Medical Director  
Bansal Occupational Solutions, L.L.C  
5220 S. 6<sup>th</sup> Street, Suite 1500  
Springfield, IL 62703

**SECTION XVI  
Miscellaneous**

A. BOS certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.

B. BOS certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If BOS has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, it shall so state.

C. BOS shall indemnify and hold harmless the Sheriff's Department against any and all damage to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless the Sheriff's Department from any and all claims, demands, suits, actions or proceedings of any kind or nature of or by anyone resulting from or arising out of the operations of BOS in connection with this Agreement. BOS agrees to waive and release all claims based on any theory of legal liability it may have against the Sheriff's Department or its employees, agents or volunteers with respect to any loss, damage, personal injury, or death sustained by BOS, its employees, or third parties as a result of BOS' participation in the activities covered by this Agreement and BOS releases and discharges the Sheriff's Department, its officers, agents, employees and volunteers and each of them, from any and all liability that may occur as a result of such activities.

**SECTION XVII  
Entire Agreement**

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement contains the entire agreement between the

parties hereto regarding the subject matter hereof, and supersedes any and all prior agreements, understandings, representations and discussions between the parties.

Any provision of this Agreement held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement on the date first written above.

**SANGAMON COUNTY, Illinois, a government corporation, by and through its Sheriff's Department,**

By: \_\_\_\_\_  
**Neil Williamson, Sangamon County Sheriff**

**BANSAL OCCUPATIONAL SOLUTIONS, L.L.C., an Illinois Limited Liability Corporation,**

By: \_\_\_\_\_  
**Sunil Bansal, MD, Medical Director**

APPENDIX A

**ARTICLE 9**  
**DRUG AND ALCOHOL TESTING**

**Section 1 Statement of Policy**

It is the policy of the County and Sheriff that the public has the right to expect persons employed by the Sheriff to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the officers.

**Section 2 Prohibitions**

Officers shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) at any time during the work day or anywhere on any County premises or job sites, including all County buildings, properties, vehicles and the officer's personal vehicle while engaged in County business;
- (b) illegally consuming, possessing, selling, purchasing or delivering any illegal drug;
- (c) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

This section is not intended to limit the duty of the Sheriff to enforce the laws of the State of Illinois and all regulations of the Sangamon County Sheriff's Department.

**Section 3 Drug and Alcohol Testing**

Where the Sheriff, or his designee (non bargaining unit member) or supervisory officer has reasonable suspicion to believe that an officer is under the influence of alcohol or illegal drugs during the course of the work day, the Sheriff or his designee shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement.

Employees shall also be subject to random testing for illegal drugs (including recreational drugs and steroids) and alcohol (if tested during the course of the workday) so long as all sworn merited deputies, as well as the Sheriff, are subject to and included in the testing procedures. Such testing will be conducted consistent with the following and the other provisions of this



article. Such testing, including the selection of those to be tested, shall be conducted by an outside independent certified medical facility.

- (a) All included members of the sheriff's department shall be selected by using a methodology whereby all members have a statistically equal chance of being selected.
- (b) Four (4) times a calendar year, twelve and one-half (12.5%) percent of the total number of individuals eligible for testing shall be randomly selected and tested. All those eligible for testing under this agreement shall be included in the pool for each random selection.
- (c) Employees selected who are off-duty at the time of their selection shall be subject to testing upon their first day back to regular duty.
- (d) The Labor Council shall be advised of the names of the individuals tested.

**Section 4 Order to Submit to Testing**

At the time an officer is ordered to submit to testing authorized by this Agreement, where there is reasonable suspicion to believe that an officer is under the influence of alcohol or illegal drugs during the course of the work day, the Sheriff or his designee (non bargaining unit member) shall provide the officer with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Officers selected for random testing shall be notified in writing of their selection. The officer shall be permitted to consult with a representative of the FOP or a private attorney at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

**Section 5 Tests to be Conducted**

In conducting the testing authorized by this Agreement, the Sheriff shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act such as Memorial Medical Center in Springfield, Illinois;
- (b) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each

sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of this chain of custody;

- (c) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (d) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (e) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (f) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test; require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Sheriff inconsistent with the understanding expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Sheriff will not use such information in any manner or forum adverse to the officer's interests;
- (h) require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .10 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Sheriff from attempting to show that lesser test result demonstrate that the officer was under the influence, but the Sheriff shall bear the burden of proof in such cases);
- (i) provide each officer tested with a copy of all information and reports received by the Sheriff in connection with the testing and the results;

- (j) insure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

**Section 6 Right to Contest**

The Lodge and/or the officer, with or without the Lodge, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall commence at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any constitutional rights that officers may have with regard to such testing. Officers retain any such constitutional rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Lodge.

**Section 7 Voluntary Requests for Assistance**

The Sheriff shall take no adverse employment action against an officer who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol related problem, or for abuse of prescribed drugs, other than the Sheriff may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The Sheriff may make available through its Employee Assistance Program a means by which the officer may seek referrals and treatment. All such requests shall be confidential and any information received by the employer, through whatever means, shall not be used in any manner adverse to the officer's interests, except reassignment as described above.

**Section 8 Discipline**

In the first instance that an officer tests positive for alcohol or is found to be under the influence of alcohol or prescription' drugs, and all officers who prior to any mandatory testing and for the first time voluntarily seek assistance with alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the County. The foregoing is conditioned upon:

- (a) the officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the officer discontinues his abuse of prescribed drugs or abuse of alcohol;

- (c) the officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers who do not agree to or act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol a second or subsequent time during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a peace officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment at his option. The foregoing shall not limit the Employer's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.