

Purchasing & Financial Services
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University of South Florida
Purchasing Office

Fax **FAXED**
2-10-05
11:53a.m.
mb

To: Rick Costello

From: Mary Hayhurst, Executive Secretary

Mary

Gerry McKown (c/o Dr. Martha Brown's Office)

Fax: 4.4028 & 4.2439

Pages: 14 (includes this page)

Date: February 10, 2005

Re: Compass Vision, Inc.

C: Contract File

☒ **Urgent**

☐ **For Review**

☐ **Please Comment**

Please Reply

☐ **Please Recycle**

● **Comments:**

Rick & Gerry, please find enclosed via facsimile your fully executed copy of the "Drug Testing Program Administration Agreement" with Compass Vision, Inc.

Happy Thursday!

Mary

*Rick - Here's a hard copy
just in case you need it.*

Mary

*Board of Trustees, a public body corporate for its
Department of Athletics

**"University of South Florida," "USF," "University" or "The Athletic Department")

*** (hereinafter "Compass Vision Inc." "Compass Vision" or "Vendor")

****, Scope of Work and Special
Provisions Supplement attached
hereto, made a part hereof
and marked Exhibit "A"
(hereinafter referred to
"Agreement") constitutes a
binding Agreement.

Compass Vision, Inc.
DRUG TESTING PROGRAM
ADMINISTRATION AGREEMENT

for
University of South Florida *
~~Department of Athletics~~

DIVISION OF PURCHASING
05 FEB 10 AM 11:36

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V

THIS AGREEMENT, made by and between Compass Vision Inc., a Florida corporation, whose principal business address is: PO Box 935, Wilsonville, OR 97070 and the University of South Florida, whose principal business address is: 4202 E. Fowler Ave., Tampa, FL 33620 (hereinafter "Client"). The following preliminary representations were made by the parties to this agreement; **

Whereas, Compass Vision Inc. is in the business of assisting public and private organizations in the establishment of drugs of abuse testing programs that meet relevant State and Federal criteria; and

Whereas, Client is desirous of establishing drug testing services for their student athletes that meet relevant State and Federal criteria.

NOW THEREFORE, the parties do hereby agree as follows:

A. PROGRAM SUPPORT

1. Compass Vision, Inc. will provide random selection services to the Client to identify students for testing. The Athletic Department will be provided with a list monthly and will contact the students to notify them to report for their test.
2. Compass Vision Inc. will provide witnessed collections of the student's urine by a qualified collector of the same gender. Compass Vision will initiate a forensic chain of custody for the urine specimen at the time of collection. The specimens will be collected as a split sample.
(Substance Abuse and Mental Health Services Administration)
3. Compass Vision Inc. will establish and arrange for the services of a SAMHSA certified laboratory qualified under appropriate Federal and State regulations for the purposes of analysis of the urine for drugs of abuse.
4. Compass Vision will report test results through our secure, proprietary software, CVI Connections[®]. We will make a client version of the software available only to personnel authorized by the Client. Use of the software requires a PC workstation with Windows 2000 or XP and internet access.

B. ONGOING PROGRAM ADMINISTRATION SERVICES

12/16/2004

Changes Approved

Wey

(Medical Review Officer)

5. Compass Vision Inc. will coordinate services between the laboratory, the MRO, the Client, and the student athletes regarding:
 - a. Urine specimen collection; and
 - b. Monitoring appropriate documentation necessary to establish "Chain-of-Custody" procedures acceptable to relevant State and Federal regulation.
6. Compass Vision Inc. will provide the foregoing services at the rates prescribed in the rate schedule attached to this contract as "Scope of Work" and by specific reference, made a part hereof.
7. Compass Vision Inc. warrants that the rates quoted in the rate addendum attached hereto as "Scope of Work" are firm rates deliverable for 365 days from the execution of this contract.
8. All billings to Client from Compass Vision Inc. ~~are due and payable upon receipt of invoice. Balances unpaid after thirty (30) days from the invoice date will incur an interest charge of 1.5% per month.~~ will be paid in accordance with attached Special Provisions Supplement, made a part hereof and marked Exhibit "A."
9. Client will provide Compass Vision Inc. with a contact employee who shall assist Compass Vision Inc. in the scheduling of all services rendered by Compass Vision Inc. under this contract.

C. GENERAL PROVISIONS

10. Compass Vision Inc. accepts no responsibility, either express or implied, nor warrants the certification or compliance with relevant State and Federal regulation, of any drug testing program not designed or approved in writing by Compass Vision Inc. prior to implementation.
11. ~~Compass Vision Inc. will expend considerable time, effort and expense in establishing the services for the Client and, therefore, should the Client elect to cancel the services of Compass Vision Inc. within hundred twenty days (120) days of the date of the execution of this contract by sending a notice of election to cancel, Compass Vision Inc. will be entitled to liquidated damages in the amount of \$1,000 as a cancellation fee.~~
12. Either party may cancel this contract with sixty (60) days written notice to the address appearing above.
13. All issues regarding the rights, responsibilities and obligations of the parties to this contract shall be construed and adjudicated based upon Florida law.
14. ~~Should litigation become necessary to enforce either party's rights under this contract, then in that event, the prevailing party shall be entitled to all reasonable costs for such litigation, including an attorney's fee.~~
15. The parties agree that the venue for any judicial proceedings related to this contract shall be in Florida.

16. This agreement and its attachments represent the entire agreement of the parties, and supersede any and all prior oral or written agreements not specifically referenced or appearing herein.
17. This agreement may only be amended by the consent of both parties and evidence in writing and duly executed by the party's representatives. The term of this agreement shall commence on the date of execution and shall continue in full force and effect for ~~an~~ ^{in writing} additional term of one (1) year providing, however ~~that this agreement~~ ^{same} may be renewed after the expiration of the initial term for additional successive renewal periods of one (1) year each.
18. This agreement shall be terminable prior to the expiration of the initial term if and when any of the following events occur:
- Either party
- a. ~~Compass Vision Inc.~~ may terminate this agreement immediately upon written notice to other if the other ~~Client if Client fails to cure a breach of any of its obligations hereunder within ten (10) days of the delivery of written notice.~~ either party's
- b. This agreement shall terminate automatically upon ~~the Client's~~ ^Vcessation of business, election to dissolve, dissolution, insolvency, notice of bankruptcy or filing of any petition for relief under the provision of the bankruptcy laws.
19. Upon the termination or cancellation of this agreement the parties agree as follows:
- Neither party
- a. ~~Compass Vision Inc.~~ shall not be liable for consequential damages of any kind, whether as the result of a loss by Client of present or prospective profits, anticipated sales, expenditures, investments, or commitments made in connection with this agreement or on any account of any other reason or cause whatsoever.
- b. Upon the termination or expiration of this agreement, Client shall immediately cease using CVI Connections[®] and shall deliver to Compass Vision Inc., without retaining copies all forms, directive, and other written information and material supplied to it by Compass Vision Inc. pursuant to this agreement or which contain Compass Vision Inc. trade marks or service marks. In connection therewith, Client shall take immediate steps to assign Compass Vision Inc. or its nominee all telephone numbers listed in any directory listing which identifies Compass Vision Inc. as the drug testing program administrator for the Client.
20. If any provision of this agreement is determined to be invalid or unenforceable, the provisions shall be deemed severed from the remainder of this agreement and shall not cause the invalidity or unenforceability of the remainder of this agreement.
21. This agreement has been entered into by Compass Vision Inc. in reliance upon the financial, and business reputation of the Client and its management. Neither this agreement nor any right or obligation of the Client shall be transferred, assigned or encumbered by the Client without Compass Vision Inc. prior written consent, which it may withhold for any reason in its sole discretion. Any purported transfer, assignment or encumbrance without such consent shall be void and shall have no force and effect. This agreement shall bind and inure to the benefit of the successors and assigns of each of the parties hereto.

A Special Provisions Supplement is attached hereto, made a part hereof and marked Exhibit "A."

IN WITNESS WHEREOF:
Compass Vision Inc.

By Kim M. L. Dated 1/24/05 By Tom Canale
Authorized Agent of Compass Vision Inc. Witness

for By W E DiBella Dated 1/13/2005 By Mary Hayhurst
Tom DiBella, Associate Director
Authorized Agent of the University of South Florida
Board of Trustees, a public body
corporate for its Department of
Athletics
Mary Hayhurst
Witness

APPROVED AS TO
FORM AND LEGALITY

H. Keith Hauger
H. KEITH HAUGER
ATTORNEY-U.S.F.

Exhibit "A"

SPECIAL PROVISIONS SUPPLEMENT

Between the University of South Florida Board of Trustees,
a public body corporate ("University/Client") and
Compass Vision, Inc. ("Vendor/Compass Vision")

Now, therefore in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. Payment. All Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendors' payment within 40 days (35 days for healthcare providers) after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If the payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 55.03(1), Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to University, providing said request is received by University no later than 40 days from the date shown on the University's check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.

Vendors shall submit detailed invoices sufficient for a proper pre-audit and post-audit thereof. Each invoice must clearly identify the services, portion of services, and expenses for which compensation is sought. Payment will be tendered only for services or the portion of services completed prior to the submission of the invoice, or for expenses incurred prior to such submission. The University shall determine the accuracy of all invoices. Invoices that have to be returned to the Vendor because of Vendor preparation errors will result in a delay of the payment. In such cases, the invoice payment requirements do not start until a properly completed invoice is provided to the University.

Vendor may request partial payment in the full amount of the value of service received and accepted by submitting a properly executed invoice, with supporting documents, when required by University. The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481. Written inquiries can be addressed to: USF Accountant Payables, UTC Suite 135A, 3702 Spectrum Blvd., Tampa, FL 33612.

2. Taxes. The State of Florida, and University as a state agency, is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

3. Unilateral Cancellation/Public Records Law. The University may unilaterally cancel this Agreement for refusal by Vendor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

4. Indemnification. Vendor agrees to indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Education, the University of South Florida Board of Trustees and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner arise or are alleged to have arisen, from the acts, omissions or wrongful conduct of Vendor or Vendor's officers, employees, agents, guests, patrons, licensees, invitees or contractors in connection with or related to their operations, activities, occupancy or use of the premises.

5. Sovereign Entity. Nothing in the Agreement shall be construed as an indemnification of the Vendor by the University. University warrants and represents that as a sovereign entity, it is self-insured. University assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of University and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the University. Vendor and University agree that nothing contained herein shall be construed or interpreted as (a) the consent of University and State of Florida, their agents and agencies to be sued except as provided for herein; or (b) a waiver of sovereign immunity by University and the State of Florida beyond that provided in Section 768.28, Florida Statutes.

6. Availability of Funds. The University's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The University shall give notice to Vendor of the non-availability of such funds when the University has knowledge thereof. Upon the Vendor's receipt of such notice, the Vendor is entitled to payment for only those services performed prior to the date notice is received.

7. Disclaimer of Partnership Relationship. It is not the intention of the parties to create, nor shall this Agreement or any related agreement be construed as creating a partnership, joint venture, agency relationship, or association or render the parties liable as partners, co-venturers, agents or principals.

8. Incorporation by Reference. This Special Provision Supplement is herein incorporated by reference into the body of the contract entered into by the parties. If any of the provisions of this Supplement conflict with any other term or terms of the Contract, the provisions of this Supplement shall govern and control.

The duly authorized representatives of the parties execute this Special Provisions Supplement this 13th day of January, 2005.

University of South Florida
Board of Trustees, a Public Body
Corporate

Compass Vision, Inc.

By:

for W.E. Sullivan
Authorized Signature

Tom DiBella
Name (Please Print)

Associate Director
Title

By:

Kim McKern
Authorized Signature

Kim McKern
Name (Please Print)

President
Title

COMPASS VISION

Guiding You into the Future

University of South Florida *
~~Athletic Department~~
December 7, 2004

*Board of Trustees, a public body corporate
for its Department of Athletics

Scope of Work

CVI Connections®

Compass Vision will provide up to three (3) licenses for CVI Connections® to the University of South Florida Athletic Department.

CVI Connections® is a HIPAA compliant software application which is used to monitor the results of urine drug screens.

Compass Vision is an Application Service Provider. The client need only have internet access to use our software. The data is stored in a SQL database that resides on secure Database Servers in the Compass Vision facility.

Compass Vision will conduct a full daily backup of the information residing in the database. The backup media is stored off-site in a secure location and can be retrieved, in the event of a catastrophic failure, within 2 hours.

The information contained within the database can be output in a common format with complete file description upon your request.

Compass Vision follows industry standard best practices when disposing of any electronic data stored in the CVI Connections® database, including electronic means for erasing data as well as physical destruction of any electronic storage media.

Drug Testing Administration

Compass Vision will provide on-site urine collection services for testing of the University's student athletes. We follow formal Department of Transportation collection procedures. Compass Vision will maintain supplies in the collection site and ensure that forensic chain of custody procedures are followed.

Compass Vision will manage a random selection program based on guidelines provided by the Athletic Department. Compass Vision will work with the Department to determine the best method of communicating the selection report and notifying athletes to be tested.

We will provide observed collections by trained collectors of the same gender as the donor student. The specimen will be split and sent to a SAMHSA certified laboratory for analysis. The results will be available in three to five days after receipt at lab and will be reported via Compass Vision's proprietary software, CVI Connections®.

Compass Vision will bill the Department on the 10th of the month for tests provided during the previous month.

Compass Vision will retain the MRO copy of chain of custody.

Test Panels

Compass Vision currently utilizes Kroll Laboratory Specialists, A SAMHSA certified laboratory and National Medical Services, a CAP certified laboratory for our urine drug testing.

All positive drug tests will be confirmed with GC/MS.

Adulteration testing is performed on all specimens submitted to the laboratory. The adulteration panel checks for possible contamination of the specimen.

Compass Vision follows strict chain of custody procedures identical to those required by SAMHSA, HHS for federal workplace drug testing.

Ethyl Glucuronide

Ethyl Glucuronide (EtG) is a minor metabolite of ethanol (ethyl alcohol). It is formed in vivo as a consequence of alcohol consumption. A small fraction (0.02%) of a dose of ethanol is conjugated in the liver with glucuronic acid to form ethyl glucuronide. This compound is excreted in the urine.

EtG can be detected in the urine for up to 5 days after heavy ethanol use. A positive finding of EtG in urine of an individual provides strong evidence that the person recently consumed ethanol, even if the ethanol itself is no longer detectable. Therefore, this compound is regarded as a biomarker of ethanol consumption and, potentially, relapses of alcohol use by an individual who is under restriction.

Other biomarkers of ethanol use can be problematic since they can be influenced by age, gender, a variety of other substances and non-alcohol-associated disease. Fermentation may lead to false positives for ethanol since glucose and yeast may be present in the urine. This is especially possible if a urine sample is stored or shipped without refrigeration in warm weather. Since EtG is only created during the metabolism of ethanol, there is no potential for a wrong result due to external contamination.

NMS – Basic Panel 8505

Ethanol (Alcohol)	20 mg/dL	20 mg/dL
Amphetamines (detail below)	1000 ng/mL	200 ng/mL
Barbiturates (detail below)	300 ng/mL	200 ng/mL
Benzodiazepines (detail below)	50 ng/mL	See Below
Cocaine Metabolites	300 ng/mL	200 ng/mL
Methadone	300 ng/mL	50 ng/mL
Phencyclidine (PCP)	25 ng/mL	5 ng/mL
Propoxyphene	300 ng/mL	50 ng/mL
Cannabinoids	20 ng/mL	5 ng/mL
Opiates (detail below)	300 ng/mL	100 ng/mL
Meperidine	200 ng/mL	40 ng/mL

Amphetamines

MDEA MDMA
MDA
Methamphetamine

Barbiturates

Amobarbital	(Amytal)	Butobarbital	(Butisol)
Butalbital	(Florinal)	Pentobarbital	(Nembutal)
Phenobarbital	(Luminal)	Secobarbital	(Seconal)

Benzodiazepines

Alprazolam	12.5 ng/mL
Diazepam	50 ng/mL
Hydroxyethylflurazepam	10 ng/mL
Lorazepam	10 ng/mL
Nordiazepam	50 ng/mL
Midazolam	50 ng/mL
Oxazepam	50 ng/mL
Temazepam	10 ng/mL

Narcotics

Codeine	Tramadol
Hydromorphone	Morphine
Hydrocodone	Dihydrocodeine/Hydrocodol
Oxycodone	

NMS – Medical Professional Panel 8500

Ethanol (Alcohol)	20 mg/dL	5 mg/dL
Amphetamines (detail below)	1000 ng/mL	200 ng/mL
Barbiturates (detail below)	300 ng/mL	200 ng/mL
Benzodiazepines (detail below)	50 ng/mL	See Below
Cocaine Metabolites	300 ng/mL	200 ng/mL
Methadone	300 ng/mL	50 ng/mL
Phencyclidine (PCP)	25 ng/mL	5 ng/mL
Propoxyphene	300 ng/mL	50 ng/mL
Cannabinoids	20 ng/mL	5 ng/mL
Opiates (detail below)	300 ng/mL	100 ng/mL
Meperidine/Normeperidine	200 ng/mL	40 ng/mL
Alfentanil	0.5 ng/mL	0.2 ng/mL
Fentanyl	0.5 ng/mL	0.4 ng/mL
Sufentanil	0.5 ng/mL	0.2 ng/mL
Butorpanol	20 ng/mL	8 ng/mL
Ketamine	100 ng/mL	100 ng/mL
Nalbuphine	8 ng/mL	8 ng/mL
Tramadol	20 ng/mL	5 ng/mL

Amphetamines

Amphetamine	Benzphetamine	Chlorphentermine
Methamphetamine	Mephentermine	MDEA
MDA	Phentermine	Phendimetrazine
MDMA	Phenmetrazine	

Barbiturates

Amobarbital	Butabarbital	Mephobarbital
Butalbital	Pentobarbital	
Phenobarbital	Secobarbital	

Benzodiazepines

Alprazolam	12.5 ng/mL	Diazepam	50 ng/mL
Chlordiazepoxide	50 ng/mL	Desalkylflurazepam	10 ng/mL
Estazolam	10 ng/mL	Lorazepam	10 ng/mL
Nordiazepam	50 ng/mL	Hydroxytriazolam	10 ng/mL
Triazolam	10 ng/mL	Hydroxyethylflurazepam	10 ng/mL
Midazolam	10 ng/mL	Alpha-hydroxyalprazolam	50 ng/mL
Oxazepam	50 ng/mL	Temazepam	50 ng/mL
Alprazolam	12.5 ng/mL	Diazepam	50 ng/mL

Narcotics

Codeine	Hydromorphone
Dihydrocodeine/Hydrocodol	Morphine
Hydrocodone	Oxycodone

Compass Vision 2004-2005 Fee Schedule

Test Fees

Standard Urine test Panels

- Standard urine test (9 panel) \$ 28.00 (includes collection)
- The Standard laboratory test panel is able to detect the following types of compounds
 - Amphetamines
 - Barbiturates
 - Benzodiazepines
 - Cocaine
 - Methamphetamine
 - Opiates
 - PCP
 - Cannabinoids
 - Tricyclic Antidepressants

National Medical Services Panels

- 8505 – Basic Medical Professional \$ 35.00 (prices include collection)
- 8506 – Basic Medical Professional + EtG \$ 45.00
- 8500 – Medical Professional \$ 55.00
- 8503 – Medical Professional + EtG \$ 85.00
- Hair testing is available upon request Cost varies per request

Retesting by another certified lab

Cost plus \$25