

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 1, 2007	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing
Department: Palm Tran				
Submitted By: Palm Tran				
Submitted for: Palm Tran				

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a three (3) year contract and two (2) one-year options to renew with WTC Backgrounds & Drug Testing, Inc. to provide professional medical consultation, specimen collection and laboratory and Medical Review Officer (MRO) services for Palm Tran's Drug Free Workplace Program in an amount not to exceed \$21,000.00 per year.

**Summary:** The contractor will provide, on an as needed basis, specimen collection, alcohol breath testing, specimen analysis, and MRO services. Unit pricing for the various services shall remain the same throughout the performance period of the Contract. Because this particular service is exempt from the Palm Beach County Purchasing Ordinance, Palm Tran staff performed all advertising and solicitation functions in accordance with sound procurement practices. Countywide (DR)

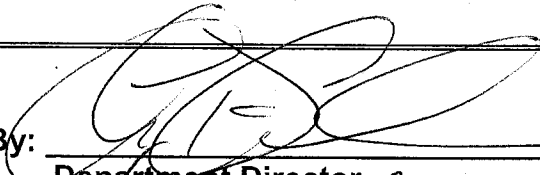
**Background and Policy Issues:** The purchase of these particular services is exempt from Palm Beach County's Purchasing Ordinance. Therefore, Palm Tran issued RFP 07-001-PT on January 29, 2007. The proposal availability was advertised in the Palm Beach Post, on Palm Tran's website and posted in a public place. A pre-proposal conference was held on February 13, 2007. Three (3) proposals were received prior to the closing date of February 3, 2007. All three (3) proposals were reviewed and independently evaluated on March 21, 2007. The Selection Committee unanimously selected WTC Background and Drug Testing, Inc.

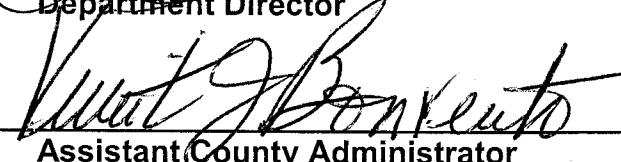
Staff has been determined that WTC has the requisite experience and capacity to perform the services. Their references confirm their ability to perform. WTC is financially responsible and ready willing and able to perform the services specified.

The price(s) as proposed by WTC are determined to be fair and reasonable, as determined by competition in the market place. Their prices are fifteen percent (15%) less than what Palm Tran had been paying through its prior service provider, First Labs.

**Attachments:** Contract between Palm Beach County and WTC Backgrounds & Drug Testing, Inc.

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Recommended By:  \_\_\_\_\_ Date: April 4, 2007

Approved By:  \_\_\_\_\_ Date: April 25, 2007

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	200-
Capital Expenditures					
Operating Costs	\$8,750	\$21,000	\$21,000	\$12,250	
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	\$8,750	\$21,000	\$21,000	\$12,250	
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	

Is Item Included In Current Budget? Yes X No       
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5110 Object 3101  
 Program     .

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

C. Departmental Fiscal Review: Juzanne McIntyre for John Murphy

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

[Signature] 4-10-07  
 4/11/07 OFMB CN 4-4-1  
[Signature] 4/11/07 Contract Dev. and Control 4/12/07  
 This Contract complies with our contract review requirements.

**B. Legal Sufficiency:**

[Signature] 4/25/07  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

## **CONTRACT FOR SERVICES**

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY for the benefit of COUNTY's Department of Surface Transportation (operated by Palm Tran, Inc.) and WTC Backgrounds & Drug Testing, Inc., a Florida corporation authorized to do business in the State of Florida, whose principal offices are located at 2260 Palm Beach Lakes Blvd., West Palm Beach, FL 33409 and whose FEI# is 20-0494211, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

### **ARTICLE 1 - SERVICES**

- A. The CONTRACTOR's responsibility under this Contract is to provide professional medical, consultation, specimen collection sites and laboratory and Medical Review Officer services in the area of drug and alcohol testing for Palm Tran employees, in accordance with the requirements of 49 CFR Parts 40, and 655, and Palm Tran's Drug-Free Workplace Policy and Procedures. Random, pre-employment, back-to-work, post-accident/incident, reasonable suspicion and follow-up random testing and evaluation services shall be provided, and shall include, but not be limited to the collection of specimens, alcohol breath testing, analytical urine drug testing by a Department of Health and Human Services certified laboratory, submission of results to a Medical Review Officer (MRO) who shall evaluate and report the results, and breath testing for alcohol. These services are described in the Scope of Services attached hereto as Exhibit "A." CONTRACTOR shall also provide professional medical and consultation (i.e. MRO) services, and receive, interpret, and evaluate laboratory urinalysis reports and alcohol breath testing results, advise the COUNTY as to positive/negative findings.
- B. The Contractor's proposal is attached hereto as Exhibit "C" and incorporated herein to become an integral part of this Contract. Any conflict between the Contractor's proposal and this Contract shall be resolved by giving precedent to the Contract.
- C. The COUNTY's representative/liaison during the performance of this Contract shall be Palm Tran's Executive Director, Palm Tran, whose telephone number is (561) 841-4210
- D. The CONTRACTOR's representative/liaison during the performance of this Contract shall be Lisa C. King, President whose telephone number is (561) 655-4301.

### **ARTICLE 2 -SCHEDULE**

- A. The CONTRACTOR shall commence services on May 1, 2007, and provide services for a term of three (3) years ending April 31, 2010. CONTRACTOR hereby grants to COUNTY the option to renew this Contract for two (2) additional one (1) year periods, at the same price, terms and conditions, which County may exercise by notifying CONTRACTOR of its intent to renew no less than sixty (60) days prior to the expiration of the then effective term of the Contract.

### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total Contract amount of Twenty-One Thousand Dollars (\$ 21,000.00) per year. The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" "Schedule of Items and Prices" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. If additional funds are required to complete the services, Palm Tran shall increase the total Not to Exceed amount of this Contract.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final /last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

- A. Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.
- B. The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONTRACTOR upon Sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY when it is in the COUNTY's interest to do so, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid only for services

rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY or Palm Tran, Inc.
- B. All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.
- D. The CONTRACTOR warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

- A. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.
- B. The CONTRACTOR shall be responsible for the payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 8 - AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

## **ARTICLE 9 - INSURANCE**

- A. CONTRACTOR shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONTRACTOR shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the contract.

**Commercial General Liability** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONTRACTOR shall provide this coverage on a primary basis.

**Business Automobile Liability** CONTRACTOR shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONTRACTOR doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONTRACTOR shall provide this coverage on a primary basis.

**Worker's Compensation Insurance & Employers Liability** CONTRACTOR shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONTRACTOR shall provide this coverage on a primary basis.

**Professional Liability** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form, If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than 3 years. CONTRACTOR shall provide this coverage on a primary basis.

**Additional Insured** CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall

read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation** CONTRACTOR hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** Prior to execution of this Contract, CONTRACTOR shall deliver to the COUNTY'S representative as identified in Article 32, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Palm Tran  
3201 Electronics Way  
West Palm Beach 33407

**Umbrella or Excess Liability** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 10 - HOLD HARMLESS AND INDEMNIFICATION**

Each party shall be responsible for any and all claims, liabilities, damages or judgements which may arise as a result of their own negligence or intentional wrong doing. The CONTRACTOR shall indemnify, defend and save the COUNTY harmless from and against any and all losses, claims, damages, liabilities and expenses (including, without limitation, reasonable attorney's fees) based

upon, arising out of or attributable to any acts or omissions arising from the CONTRACTOR'S performance hereunder.

#### **ARTICLE 11 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party to this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other, except that CONTRACTOR may assign its right to receive payment. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

#### **ARTICLE 12 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 13 - CONFLICT OF INTEREST**

- A. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statute 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.
- B. The CONTRACTOR shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.



#### **ARTICLE 14 - EXCUSABLE DELAYS**

- A. The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractor and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.
- B. Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 15 -ARREARS**

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

- A. The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.
- B. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused solely at the discretion of the COUNTY.
- C. The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statute (Public Records Law).
- D. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## **ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP**

- A. The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- B. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract.

## **ARTICLE 18 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 19 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain, in Palm Beach County, Florida, adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The COUNTY, Palm Tran, Inc., the U.S. Department of Transportation, the Federal Transit Administration, or the Comptroller General of the United States, or any of their authorized representatives shall have access to any books, records, papers and documents which are related, in any manner, to this Contract for the purpose of performing audits, examinations, or obtaining excerpts and transcriptions. CONTRACTOR shall maintain such records at the CONTRACTOR's place of business in Palm Beach County, Florida.

## **ARTICLE 20 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## **ARTICLE 21 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in

that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in Sections 287.132 and 287.133 Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

- A. The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the guarantee that may occur.
- B. If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.
- C. If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the Board of County Commissioners for Palm Beach County.

## **ARTICLE 26 - WARRANTY OF SERVICES**

- A. The CONTRACTOR warrants that the services shall be provided by skilled and trained personnel, meeting or exceeding all requirements of the Contract, who will perform to at least the minimum standards established therein, and that the equipment used will meet and be maintained to all requirements and specifications of the Contract. The CONTRACTOR shall promptly, upon notification from Palm Tran, replace any personnel and repair or replace any equipment which does not conform with the requirements of the contract. The CONTRACTOR further warrants that it shall provide and maintain in service sufficient equipment and personnel to maintain the levels of service and time frames set forth in the Contract.
- B. If the CONTRACTOR is required to correct its performance, it shall be at no cost to the COUNTY, and any work corrected by the CONTRACTOR shall be subject to this Article to the same extent as work initially performed. If the CONTRACTOR fails or refuses to correct the COUNTY may, by contract or otherwise, correct or replace with similar services and charge to the CONTRACTOR the cost occasioned to the COUNTY thereby.

## **ARTICLE 27 - INSPECTION OF SERVICES**

- A. CONTRACTOR shall provide and maintain an inspection system acceptable to the COUNTY covering the services under this Contract. Complete records of all inspection work performed by the CONTRACTOR shall be maintained and made available to the COUNTY during all hours when CONTRACTOR is performing work under the Contract and without prior notice from COUNTY.
- B. COUNTY has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The COUNTY shall perform inspections and tests in a manner that will not unduly delay the work.
- C. If any of the services do not conform with contract requirements, the COUNTY may require the CONTRACTOR to perform the services again in conformity with contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected, the COUNTY may:
  - 1. Require the CONTRACTOR to take necessary action to ensure that performance conforms to Contract requirements.
  - 2. Reduce the contract price to reflect the reduced value of the services performed, or exercise any other remedies available to the COUNTY under this Contract or by law, including termination for breach.
- D. If the CONTRACTOR fails to promptly correct the services again or to take necessary action to ensure future performance in conformity with contract requirements, the COUNTY may:
  - 1. By contract or otherwise, perform the services and charge to the CONTRACTOR any cost incurred by the COUNTY that is directly related to the performance of such service.

2. Or exercise any other remedies available to the COUNTY under this Contract or by law, including termination of the contract for default.

#### **ARTICLE 28- INDEFINITE QUANTITY**

- A. This is a requirements contract for the services specified, and effective for the period stated in this Contract. The quantities of services specified in the Schedule of Items and Prices are estimates only and are not purchased by this Contract. Except as this contract may otherwise provide, if Palm Tran's requirements do not result in orders in the quantities described as "estimated" that fact shall not constitute the basis for an equitable price adjustment.
- B. Delivery or performance shall be made only as authorized by orders issued in accordance with this Contract. The Contractor shall furnish to the County, when and if ordered the services specified, up to and including the quantity designated in the Contract.
- C. Except as this contract otherwise provides Palm Tran shall order from the Contractor all the services specified that are required to be purchased by Palm Tran.

#### **ARTICLE 29 - DRUG-FREE WORKPLACE**

The Contractor certifies and agrees that, with respect to the Contractor and all employees of the Contractor to be utilized in the performance of this Contract, it has or will establish and implement, prior to performance of this contract, a drug-free workplace program that complies with the provisions of the Florida Drug-Free Workplace Act.

**ARTICLE 30 - CERTIFICATIONS, LICENSES AND PERMITS:** It shall also be the responsibility of the Contractor to submit, prior to commencement of work, a current Occupational License for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Tran. A Palm Beach County Occupational license is required unless specifically exempted by law. It is the Contractor's responsibility to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered a breach of contract and Palm Tran could terminate this Contract for default of contract.

#### **ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

**ARTICLE 32 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY's or CONTRACTOR's representative shall be mailed to:

As to the COUNTY:  
Palm Tran, Inc.  
Attn: Executive Director  
3201 Electronics Way  
West Palm Beach, Florida 33407

As to the CONTRACTOR:  
WTC Backgrounds & Drug Testing, Inc  
Attn: Lisa C. King, President  
2260 Palm Beach lakes Blvd. # 216  
West Palm Beach, Fl 33409

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the undersigned parties have executed this Contract on the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Green, Chairperson

WITNESSES:

By: *M. Kajejit*  
Signature

melissa L Kajejit  
Print or Type Name

\_\_\_\_\_  
Name of Firm  
By: *Lisa C. King*  
Signature

Lisa C. King  
Print or Type Name

President  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Palm Beach County Attorney

Approved as to Terms and Conditions

*Chuck Cohen*  
Chuck Cohen,  
Executive Director Palm Tran

## **EXHIBIT A SCOPE OF WORK/SERVICES**

### **1. General**

A. The Contractor shall provide all resources necessary, including but not limited to manpower, facilities, equipment and supplies to: (1) collect urine specimens, (2) administer alcohol breath testing (3) conduct laboratory analysis on urine specimens under controlled conditions for the detection of drugs; (4) provide alcohol concentration testing; (5) provide information and reports; and (6) employ or have available a forensic toxicologist who can be called on when specific consultation or testimony in an administrative or judicial proceeding is required by the COUNTY. All services provided hereunder shall be in conformance with the U.S. DOT and FTA rules and regulations as set forth in 49 CFR Parts 40 and 655 as they may be amended from time to time.

B. All laboratory analyses procedures, quality assurance and quality control, protection of employee and applicant for employment records, individual access to test and laboratory certification results, and chain of custody format shall conform to the requirements described in 49 CFR (Code of Federal Regulations), Parts 40 and 655 and any amendments thereto which may be issued from time to time.

### **2. Definitions**

As used in this contract, the following terms shall have the following meanings:

A. "Authorized Personnel" are those individuals determined by the laboratory to have a need for access to areas used for the receiving, testing and storage of urine specimens This definition shall include laboratory supervisors with the authority to sign for and take control of urine specimens through the use of chain of custody format.

B. "Chain of Custody" refers to the methodology of tracking specified materials and/or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials and/or substances and procedures to account for such specimen(s) at each stage in the handling, testing, storing of specimens and reporting test results (i.e., procedures used by the Contractor to maintain control and accountability from the receipt of urine specimens until testing is completed, results reported and while specimens are in storage).

C. "Confirming testing" is a second procedure (test) used to confirm the presence of a specific drug or metabolite. Gas chromatography/mass spectrometry is the current acceptable method.

D. "Medical Review Officer" is the individual responsible for receiving laboratory results generated from the laboratory for the purpose of carrying out Palm Tran's Drug Free Workplace Program. The MRO shall be either an employee or independent contractor of the CONTRACTOR, but subject to approval of the County and shall be a licensed physician with knowledge of substance abuse disorders and who shall have the appropriate medical training to interpret and evaluate all confirmed positive test results together with the individual's medical history and any other relevant biomedical information.



E. "Screening Test" shall, in drug testing, be a sensitive, rapid and inexpensive immunoassay screen to eliminate "true negative" urine specimens from further analysis. Alcohol testing is an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

F. "Laboratory" is the physical facility where specimens are received, inspected, numbered, screened, tested, confirmed and stored.

G. "Sample run" is an analytical run utilizing a group of specimens consisting of standards, quality control specimens and unknowns which are processed and measured sequentially or simultaneously under a standard set of conditions. The analytical run is designed in such a way that quality control specimens can be related to a defined group or unknown specimens.

H. A "specimen" is a sample of human urine to be confined in a shatter-resistant, sealed and marked container.

I. A "Specimen Bottle" is a bottle that, after being labeled and sealed according to the procedures is used to transmit a urine sample to the laboratory.

### **3. Facilities**

A. Collection site services shall include collection of a split urine sample and evidential breath testing by a certified Breath Alcohol Technician. After-hour, weekend and holiday accessibility must be available. The collection process shall be conducted in such a manner as to protect individual dignity, privacy and confidentiality throughout the process.

B. The Contractor shall provide a facility(ies), approved in advance by the COUNTY, for conducting laboratory analyses of urine specimens collected from applicants and employees of Palm Tran. The facility(ies) must comply with applicable provisions of State of Florida and Federal licensing requirements. The Contractor must have the facility and capability of performing screening and confirming tests for alcohol and each drug or metabolite. Fixed collection sites should be located within 45 minutes of the Palm Tran work sites. Mobile collection sites are authorized.

C. The Contractor shall have the capability to accommodate at least twenty (20) people for testing at short notice on the same day at each or any of the Contractor's facilities. Testing shall be provided on a regular service schedule of Monday through Friday, five days per week, for a minimum of eight hours between 8 am and 5 pm. Additionally, post accident and reasonable suspicion testing should be available on a 24-hour basis as appropriate.

D. PALM TRAN reserves the right to evaluate the Contractor's facilities to determine capabilities to meet the requirements of this Scope of Service.

E. The Contractor will have the capability to perform on site specimen collection and BAT testing. The Contractor must be able to provide this testing within two hours of notification.

#### 4. Coordination with Medical Review Officer

The Contractor shall be required to coordinate with the Contractor's Medical Review Officer provided under this contract.

#### 5. Chain of Custody Forms

A. The Contractor shall utilize U.S. DOT approved chain of custody forms in conformance with the requirements of 49 CFR Part 40 for the purpose of maintaining control and accountability from initial collection to final disposal of all specimens in conformity with the requirements of 49 CFR part 40. The Drug Custody and Control Form may include additional information required for billing or other legitimate purposes

B. The Contractor's personnel shall utilize said chain of custody forms for the purpose of maintaining control and accountability of specimens collected and tested in conformance with the requirements of 49 CFR Part 40.

#### 6. Analyses

A. Under controlled conditions, the Contractor shall conduct analyses of urine specimens using methods of analysis which will permit the MRO to determine that a present employee or an applicant for employment does or does not have traces of drug dependency or illegal drug use at the levels specified elsewhere herein.

B. Analysis shall be performed by technicians who have prior experience in the areas of forensic drug detection and are under the direct supervision of a graduate chemist and/or licensed toxicologist. Technicians must also be licensed and/or accredited by the State of Florida or the Federal government.

#### 7. Urine Analysis and Alcohol Breath Testing

A. Methods for urine analyses shall be composed of two (2) phases: (a) applicant for employment and present employees will be screened using the Enzyme Immunoassay Test (hereinafter referred to as "EMIT"); and (b) all positive screening results shall be confirmed by using gas chromatography/mass spectrometry (hereinafter referred to as "GC/MS"). GC/MS is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

B. The initial and any necessary confirmatory testing will be conducted in accordance with 49 CFR Part 40. All testing must meet commonly accepted analytical standards. For all confirmation tests results, quantitative values shall be reported. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used to determine whether they are negative for these five drugs or classes of drugs (Initial cutoff levels are represented in ng/ml): **1) Marijuana-50; 2) Cocaine metabolites-300; 3) Opiate metabolites-300; 4) Free morphine-25; 5) Phencyclidine-25; 6) Amphetamines-1,000.** These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations

warrant identification of these substances at other concentrations. All specimens identified as positive in the initial test shall be confirmed using GC/MS techniques at the cutoff levels listed in this paragraph for each drug. All confirmations shall be by quantitative analysis. Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value"(confirmatory test cutoff levels are represented in ng/ml): 1) Marijuana metabolites (Delta-9-tetrahydrocannabinol-9-carboxylic acid)-15 ; 2) Cocaine metabolites (Benzoylecgonine)-150; 3) Opiates (Morphine, Codeine)-300; 4) Phencyclidine-25; 5) Amphetamines (Amphetamine, Methamphetamine [specimen must also contain amphetamine at a concentration greater than or equal to 200ng/ml])-500. These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.

C. Test for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration approved evidential breath testing device operated by a trained Breath Alcohol Technician in accordance with the requirements of 49 CFR Part 40. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test providing quantitative data of alcohol concentration will be performed to confirm the results of the initial test.

D. Chain of custody controls shall be strictly enforced during confirmation testing. Authorized confirmation technicians shall sign chain of custody forms and be responsible for each urine specimen to be tested. The Contractor shall include sufficient safeguards to ensure that unauthorized Contractor personnel are prevented from gaining access to the confirmation laboratory.

E. Every sample run for initial and confirmation testing shall contain at least ten (10) percent known standards and quality control samples. The known standards shall be the first specimens processed in each run. After acceptable values are obtained for the known standards, those values will be used to calculate sample data. Implementation of procedures to ensure the carryover does not contaminate the testing of an individual's specimen shall be documented. Known and blind quality control samples, prepared from spiked urine samples of determined concentration shall be included in the run and will appear as normal samples to laboratory personnel. Each run must include at least two (2) blind control samples (one positive and one negative) per two hundred (200) specimens. A minimum of two hundred and fifty (250) blind samples per quarter should be submitted for testing.

F. Approximately 500 employees will be subject to random drug testing each year. Tests are estimated as follows:

- Random Testing Approximately 250 tests per year
- Pre-employment Approximately 100 tests per year
- Reasonable Suspicion Approximately 5 tests per year
- Post accident Approximately 20 tests per year
- Return to Duty Approximately 2 tests per year
- Follow-up Approximately 4 tests per year
- Alcohol Tests Approximately 50 tests per year

Total: approximate Drug Tests = 376 tests and approximately 50 alcohol tests

## 9. Storage

A. The Contractor shall maintain short-term and long-term storage facilities (i.e., freezers). Storage facilities shall be equipped with secure locks. Emergency power equipment shall be available in case of prolonged power failure. Access to these facilities shall be limited to authorized personnel only.

B. Specimens that do not receive an initial testing within seven (7) calendar days of arrival at the laboratory facility shall be placed in secure, refrigeration units. Temperatures shall not exceed six (6) degrees centigrade.

C. The Contractor shall retain specimens that test positive in long-term frozen storage (i.e., in a locked refrigerated unit minus 20 degrees Centigrade or less) for three hundred sixty-five (365) days from the Contractor's receipt of the specimen. The Contractor as informed by the County may be required to store specimens related to an administrative proceeding or litigation in excess of the above period. Records of negative results need not be retained.

## 10. Transportation of Specimens

A. The Contractor shall develop a procedure for transporting specimens to the laboratory for testing. The Contractor shall bear all costs for transportation and shall provide all required packing materials and special containers required for the safe movement of specimens to the laboratory facility. The Contractor shall be responsible for laboratory specimens from the point of collection through disposal of the specimens.

B. Specimens may be transported by using the United States Postal Service, commercial air freight, air express, or hand carried. It will not be necessary to send specimens by registered mail. Whatever the method, the Contractor must arrange for the transportation to the laboratory specimens to the laboratory facility to meet all required testing and reporting timelines and in such a way as to ensure specimens are received undamaged in transit. The method of transportation will be such that specimens will be received within 24 hours of the end of the day the specimen was taken.

## 11. Expert Witness Testimony

When required, the Contractor will provide expert witness testimony for the County in administrative and/or judicial proceedings concerning the veracity of any analysis performed.

## 12. Quality Control checks

Quality control checks must be performed and the results furnished to the County upon request. All specimens tested shall be "split" and each tested independently to ensure proper control of testing procedures.

## 13. Reporting Timelines

A. Post-incident and post-accident test results (i.e., screening and confirmation, and reporting to the MRO) must be completed within forty-eight (48) hours of the Contractor's receipt of the specimen.

B. In all other cases test results shall be received by the MRO no later than three (3) work days from the Contractor's receipt of the specimen.

#### 14. Receiving/Accession Area

A. The receiving/accession area of the laboratory must be secure at all times. No unauthorized personnel shall be permitted to have access to the receiving/accession areas.

B. If any specimen becomes lost, misplaced, or is improperly delivered, the Contractor shall notify Palm Tran within twenty-four (24) hours of the discovery. If a package of the specimens is received and the outer wrapping is found to be damaged, the laboratory shall note and describe this damage on the chain of custody form.

C. Specimens shall not leave the presence and control of authorized receiving/accession personnel until the specimens are released to testing personnel or placed in temporary refrigerated storage. Upon receipt, personnel in the receiving/accession area(s) shall examine the outer wrappings and contents of every specimen for signs of tampering.

D. The Contractor shall compare information in specimen bottles with that on the chain of custody forms. Any discrepancies shall be properly noted and described. Any direct evidence of tampering shall be reported to the County within twenty-four (24) hours of the discovery and shall be noted on the chain of custody form.

#### 15. Reporting

A. Test results shall be transmitted by registered mail or other secure means, such as on-line Laboratory Data System to the MRO. All transportation costs shall be borne by the Contractor. Appropriate safeguards must be adopted to ensure confidentiality of records by limiting access to only authorized Contractor personnel. Facsimile transmissions are not authorized for transmission of test results.

B. All drug / alcohol test results shall be forwarded to PALM TRAN Program Administrator or designee on a daily basis via a Contractor-provided confidential Fax machine or allow online access to results.

C. The Contractor shall ensure that all drug / alcohol tests have a maximum of 48 hours turn-around time for test results. Timetables for other laboratory test results will be determined by the program administrator for PALM TRAN. The Contractor shall have available confidential couriers to expedite the delivery of tests results, if necessary.

## 16. Security

All locks, doors, walls, storage facilities, testing laboratories and buildings must be resistant to unauthorized entry, tampering and compromise. Keyed locks must be tamper-proof and all cipher locks should be subject to periodic combination changes. All testing and storage areas shall have limited access. In properly established accession, storage and testing facilities the construction and physical security protection must be designed either to prevent or detect attempted, forced, or surreptitious entry.

## 17. Supplies

Test tubes, Chain of Custody Forms, labels, bottles, containers, sealing tape or bags and all other associated supplies, kits and materials shall be furnished by the Contractor at no additional cost to the County.

## 18. Forensic Toxicologist

The Contractor must be able to provide information to assist the MRO in the review process by employing or having available a forensic toxicologist with qualifications commensurate with those as outlined in 40 CFR Part 40.27 who can be called on when specific consultation is required by Palm Tran.

## 19. Documentation

A. Documentation of all aspects of the testing process shall be available to the County at all times. This documentation shall be maintained by the Contractor for at least two (2) years from its inception and shall include at a minimum; (a) chain of custody forms, EMIT and GC/MS test records, personnel files on laboratory personnel, quality assurance/quality control records, summary reports of test results, performance records on proficiency testing and performance on accession inspections. All such documentation shall be in a secured area. The manner in which the records are maintained shall allow retrieval of all information pertaining to the individual urine specimens.

B. Records Contractor shall maintain one (1) year are as follows:

- Records of test results less than 0.02 for alcohol
- Records of verified negative drug test results.

C. Records Contractor shall maintain for two (2) years:

- Records related to the collection process, except calibration of evidentiary breath testing devices.

D. Records Contractor shall maintain for five (5) years

- Alcohol test results greater than .02
- Verified positive results
- Refusals to submit to alcohol and controlled substance tests.

- Calibration Data on Evidential Breath Testing Devices (EBT)
- Substance Abuse Professional's evaluations and referrals.
- Annual Summary

## 20. Judicial Proceedings

The Contractor shall provide all services and testing in such a manner that all results and reports shall be developed so as to maximize the likelihood that they will be credible evidence in an administrative or civil judicial proceedings.

## 21. Laboratory Personnel

Laboratory personnel shall meet, at minimum; the requirements contained in 49 CFR Part 40.27 and any updates which may be issued from time to time.

## 22. Record Retention

The Contractor shall maintain records, documents and other files directly related to the performance of work under this agreement in accordance with 49 CFR Part 40, and accepted professional practice and appropriate accounting procedures which includes but is not limited to the following:

### A. Records Contractor shall maintain one (1) year are as follows:

- Records of test results less than 0.02 for alcohol
- Records of verified negative drug test results.

### B. Records Contractor shall maintain for two (2) years:

- Records related to the collection process, except calibration of evidentiary breath testing devices.
- Documents relating to random selection process.

### C. Records Contractor shall maintain for five (5) years

- Alcohol test results greater than .02
- Verified positive results
- Refusals to submit to alcohol and controlled substance tests.
- Calibration Data on Evidential Breath Testing Devices (EBT)
- Substance Abuse Professional's evaluations and referrals.
- Annual Summary

## 23. Medical Review Officer (MRO) Qualifications:

A. Credentials. The MRO must be a licensed physician (Doctor of Medicine or Osteopathy). If the MRO is a licensed physician in any U.S., Canadian, or Mexican jurisdiction and meet the other requirements of this section, he is authorized to perform MRO services with respect to all covered employees, wherever they are located. For example, if an MRO is licensed as an M.D. in one state

or province in the U.S., Canada, or Mexico, he is not limited to performing MRO functions in that state or province, and he may perform MRO functions for employees in other states or provinces without becoming licensed to practice medicine in the other jurisdictions.

B. Basic knowledge. The MRO must be knowledgeable in the following areas:

(1) The MRO must be knowledgeable about and have clinical experience in controlled substances abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed drug test results.

(2) The MRO must be knowledgeable about issues relating to adulterated and substituted specimens as well as the possible medical causes of specimens having an invalid result.

(3) The MRO must be knowledgeable about this part, the DOT MRO Guidelines, and the DOT agency regulations applicable to the employers for whom he evaluates drug test results, and he must keep current on any changes to these materials

C. Qualification training. The MRO must receive qualification training meeting the requirements of CFR 49 Part 40.

1. Qualification training must provide instruction on the following subjects:

2. Collection procedures for urine specimens;

a. Chain of custody, reporting, and recordkeeping;

b. Interpretation of drug and validity tests results;

c. The role and responsibilities of the MRO in the DOT drug testing program.

#### 24. Medical Review Officer Services

A. A Medical Review Officer (MRO) is a licensed physician responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive results. The MRO shall also assist Palm Tran staff regarding the interpretation of test results.

B. The Medical Review Officer (MRO) shall maintain required data and prepare necessary reports in compliance with 49 CFR Parts 40 and 655 and any amendments to those regulation or subsequent regulations regarding Federal Transit Administration prevention of alcohol and prohibited drug misuse in transit operations rules.

C. The MRO shall report and review all test results in accordance with 49 CFR Part 40.33



D. An automated report will be sent via facsimile, modem or telephone. Palm Tran will designate a representative and an alternate responsible for all MRO communications. The representative will be responsible for notifying the individuals to be tested. Two separate lists will be generated monthly from an employee master list. The first list will designate employees to be drug tested, and the second will designate employees to be both drug and alcohol tested. Additions and deletions to the employee master list will be provided to the MRO by Palm Tran by the last day of each month.

E. All procedures will be conducted consistent with the procedures set forth in 49 CFR parts 40 and 655. 49CFR parts 40 and 655 are incorporated by reference, copies of which are in the possession of both parties.

F. When required, the MRO will serve as an expert witness for Palm Tran in administrative and/or judicial proceedings brought by employees and /or applicants for employment. Palm Tran may also request the expert witness service of other qualified contractor staff.

25. Specimen Collector Qualifications:

A. Basic information. Collectors must be knowledgeable about the current "DOT Urine Specimen Collection Procedures Guidelines," and DOT agency regulations applicable to the employers for whom you perform collections, and keep current on any changes to these materials.

B. Qualification training. Collectors must receive qualification training meeting the requirements of CFR 49 Part 40.

26. Palm Tran Drug and Alcohol Administrator's Duties/Responsibilities

A. Palm Tran will generate and maintain the Random Selection List for Random drug and alcohol testing.

B. Palm Tran, when necessary, will provide escorts for personnel requiring drug and alcohol testing.

C. Palm Tran will develop and submit the annual MIS report to the Federal Transit Administration.

D. Palm Tran will train supervisor personnel in Reasonable Suspicion Evaluation.

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**EXHIBIT "B"**  
**SCHEDULE OF ITEMS AND PRICES**

Item	Description	Estimated annual Quantity	Unit	Unit Price	Extended Amount
1	Urine collection and testing during normal business hours	255	ea	35.00	8,925.00
2	Urine collection, by mobile collection site, and testing during normal business hours	5	ea	35.00	175.00
3	Alcohol breath testing during normal business hours	120	ea	25.00	3,000.00
4	Alcohol breath testing by mobile collection site during normal business hours	5	ea	25.00	125.00
5	Urine collection and testing after normal business hours and weekends	25	ea	135.00	325.00
6	Urine collection, by mobile collection site, and testing after normal business hours and weekends	5	ea	135.00	675.00
7	Alcohol breath testing after normal working hours and weekends	25	ea	125.00	3,125.0
8	Alcohol breath testing by mobile collection site after normal working hours and weekends	25	ea	125.00	3,125.0
9	Blind samples	5	ea	35.00	175.00
10	Expert witness testimony	10	hr	50.00	500.00
	Total estimated annual amount	XXXXXX	XXX	XXX	20,150.00

Normal business hours are defined as: 8:00 a.m. through 5:00 p.m.

NAME (PRINT): Lisa c. King

TITLE: President

COMPANY: WTC Backgrounds & Drug Testing, INC.

ADDRESS: 2260 Palm Beach Lakes Blvd. #216, WPB, FL 33409

TELEPHONE NO. (561) 655-4301

SIGNATURE: 

EXHIBIT "C"

WTC BACKGROUNDS & DRUG TESTING, Inc.'s PROPOSAL

The attached Proposal is hereby incorporated herein and made a part hereof.

**WTC Backgrounds and Drug Testing's  
Proposal for Palm Tran**

**RFP NO. 07-001 PT**

**Prepared for**

**Palm Beach County Board of County Commissioners  
and  
Palm Tran  
Marc Mostoller  
West Palm Beach, FL 33407**

**Prepared by**

**WTC Backgrounds & Drug Testing, Inc.  
Rick King  
West Palm Beach, FL 33409**

**February 28, 2007**

**WTC BACKGROUNDS & DRUG TESTING, INC.**  
**2260 Palm Beach Lakes Boulevard, Ste 216**  
**West Palm Beach, FL 33409**  
**561-655-4301**

February 28, 2007

Palm Tran  
3201 Electronics Way  
West Palm Beach, FL 33407  
Attn: Marc Mostoller, Contracts Administrator

**Re: RFP No. 07-001-PT**

Dear Mr. Mostoller:

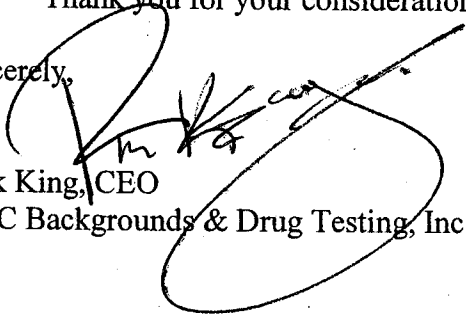
Enclosed please find our response to your Request for Proposal. WTC Backgrounds & Drug Testing, Inc. welcomes the opportunity to provide our Drug and Alcohol Testing services to Palm Tran.

As our response will attest, we feel that we have excellent qualifications for this task. Not only has WTC provided this service for several companies in South East Florida, we have also provided this service to Palm Tran as a subsidiary provider.

Should you also agree that our backgrounds and qualifications are a good match for your company, we welcome the opportunity to work with you to further explore this excellent opportunity. I feel confident that we can provide the kind of service that you are seeking for your company's total quality effort.

Thank you for your consideration, and I look forward to hearing from you.

Sincerely,

  
Rick King, CEO  
WTC Backgrounds & Drug Testing, Inc.

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Lisa C. King Resume  
Pooja Derodra Resume  
Certificate of Completion for Lisa C. King, Pooja Derodra, Faith Kinsey and Melissa  
Kajeejit

## **SPECIMEN COLLECTION, LABORATORY AND MRO SERVICES**

### **Subject**

WTC Backgrounds & Drug Testing, Inc. will provide specimen collections, laboratory, and MRO services for Palm Tran's Drug and Alcohol Program that are compliant with the Department of Transportation 49 C.F. R. Parts 40 and 655.

### **Purpose and Scope**

Palm Tran is the largest transit provider for Palm Beach County, Florida. Palm Tran serves this County seven (7) days a week and operates 106 buses each weekday during peak service. Palm Tran is seeking a vendor to provide collection sites, laboratory and MRO services for their Drug and Alcohol program. All services must be compliant with CFR 49 Part 40 and Part 655.

The purpose of this proposal is to provide Palm Tran with WTC's reliable and efficient Drug and Alcohol Program. WTC's program is compliant with the Department of Transportation 49 CFR Parts 40 and 655. WTC will assist Palm Tran with their responsibilities of implementing and administering a Drug Free Workplace.

We shall provide all resources necessary, including manpower, facilities, equipment and supplies to: (1) collect urine specimens, (2) administer alcohol breath testing, (3) conduct laboratory analysis on urine specimens under controlled conditions for the detection of drugs, (4) provide alcohol concentration testing, (5) provide information and reports and (6) have available forensic toxicologist who can be called on when specific consultation or testimony is required.

### **Criteria**

According to Palm Tran's request for proposal, WTC Backgrounds & Drug Testing, Inc. must satisfy three criteria:

- 1) Provide compliant drug and alcohol collection services for Palm Tran's Safety Sensitive Employees through all hours of operation. Collection services must be provided via mobile and fixed collection sites.
- 2) Provide laboratory services.
- 3) Provide Medical Screening services.

### **Customer Service**

At WTC Backgrounds & Drug Testing, Inc. we believe our Customer Service is more than exceptional. We develop relationships that make a positive



## Specimen collection, laboratory and MRO services

difference in the manner in which our customers conduct business. It is necessary for our facility to provide outstanding services with a reasonable turn-around time that, together, deliver premium value to our customers. WTC upholds the highest standards of integrity in all of our actions. In addition, we work together, across boundaries, to meet the needs of our customers and to help your company excel in today's competitive business environment. It is clear to each employee here at WTC that he/she will personally be accountable for delivering on our commitments. Our clients are our #1 priority at WTC and if at any point you are not completely satisfied with our service, we will make it a point to correct your concerns immediately.

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Specimen collection, laboratory and MRO services

## **SECTION 3 PROPOSAL REQUIREMENTS**

### **3.1 Experience/Background/References/Qualifications Information**

3.1.1. WTC Backgrounds & Drug Testing, Inc. has over 7 years experience in working with companies that implement a drug free workplace program. WTC follows simple though stringent procedures to ensure the accuracy of your information. We guarantee our clients can move forward with the confidence that they are receiving the most accurate results at a timely manner. Our professional staff offers prompt, friendly, and competitive services.

In fact, WTC itself has put into practice Drug Free Workplace programs for companies, such as Merchant Transport in January 2005. Since 1947, Merchant Transport has been providing crane, rigging, and specialized hauling services for the private individual to a variety of industries. WTC has been able to provide and implement drug free workplace programs for companies in Palm Beach County since 1999.

3.1.2. WTC Backgrounds & Drug Testing, Inc. began in 1998 as WTC Backgrounds, Inc. The focus of WTC Backgrounds was to provide employers with a fast, affordable and reliable venue for screening applicants.

In 1999, we expanded our services to meet the growing demand of employers seeking a safe, drug free work environment for their employees and customers. The new WTC Backgrounds & Drug Testing, Inc. provided a quality venue for Drug Free Workplace and DOT drug testing. We can implement the State and Federal Drug Free Work Place Program regulated by 49 CFR Parts 40 and 655 and any amendments thereto which may be issued from time to time.

I am sure you are aware that by providing a drug free workplace you are entitled to certain benefits from workman's compensation, not to mention the valuable benefit of a quality employee. WTC can provide your company with an accurate and efficient venue for your applicant screening needs. The staff at WTC has over 40 years of active law enforcement experience, let us put our training and experience to work for you.

3.1.3. The following are mass transit companies, where WTC Backgrounds & Drug Testing, Inc. has and continues to administer a successful Drug Free Workplace:

Specimen collection, laboratory and MRO services

<b>Agency</b>	<b>Contact Information</b>	<b>Services performed by WTC</b>	<b>Dates of performance</b>
Palm Beach Metro Transportation, LLC Transit Company 1700 N Florida Mango Road West Palm Beach, FL 33409 Phone: (561) 659-4222	Steve Rosenbluth <i>Operations Manager</i>	Drug and Alcohol Testing	March, 2005 – Present
<b>MV Transportation, LLC.</b> Transit Company 3040 S Military Trail, Ste K Lake Worth, FL 33463 Phone: (561) 540-1749	Phil Michael <i>Director</i>	Drug and Alcohol Testing	January, 2005 – December 2005
<b>Two Wheels, Inc.</b> 6911 Garden Road Riviera Beach, FL 33404	Bettye Jones <i>Owner/Director</i>	Drug and Alcohol Testing	June 2000 - Present
<b>Molly's Trolleys</b> Transportation Company 2625 Mercer Ave. West Palm Beach, FL 33401 Ph: (561) 838-9511	Robert Spagnol <i>Owner/Director</i>	Drug and Alcohol Testing	June, 2003 – Present

3.1.4. All collectors at WTC Backgrounds & Drug Testing, Inc. are DOT CFR 49 Part 40, Drug-Free Workplace and eScreen 123 Certified. Collectors meet the standard requirements compliant with the Department of Transportation 49 C.F.R Part 40.33 and Part 40.43.

3.1.4.1 WTC Backgrounds & Drug Testing, Inc. follows the guidelines and is compliant with the Department of Transportation 49 C.F.R. and 655. Rick King is the CEO of WTC. Lisa C. King is the President of WTC and will be assigned Project Manager. Pooja Derodra is the Director of Operations of WTC. Faith Kinsey and Melissa Kajeejit are the certified collectors. See attached Organizational Chart.

3.1.4.2 WTC Backgrounds & Drug Testing, Inc. has five (5) employees nationwide.

3.1.4.3 WTC Backgrounds & Drug Testing, Inc. has five (5) employees in Palm Beach County.

Specimen collection, laboratory and MRO services

3.1.4.4 Lisa C. King and Pooja Derodra, will both be the key personnel assigned to this project. Attached is a resume for Lisa C. King and Pooja Derodra including their experience with WTC, knowledge of the project, and qualifications.

3.1.4.5 Lisa C. King, will be the assigned Project Manager, who has over five (5) years experience in administering a Drug Free Workplace Program in a mass transit environment and is a DOT CFR 49 Part 40 certified collector/ trainer and Breath Alcohol collector/trainer.

3.1.5 WTC Backgrounds & Drug Testing, Inc. has developed an outstanding relationship with our clientele. To show appreciation of our services we have received letters in reference to our performance. Attached in the proposal are the letters from a few of our customers.

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Specimen collection, laboratory and MRO services

### **3.2 Method of Performance**

3.2.1. Here at WTC Backgrounds & Drug Testing, Inc., we believe it is essential to honor our clients with excellent customer service and meet all requirements that are in compliance with DOT. Currently, WTC serves Palm Tran Connections, Palm Beach Metro Transportation, Two Wheels and Cheney Brothers, Inc. to name a few with quality customer care. WTC insures to continue the same services there after.

3.2.2. We are proud to say that in the past WTC Backgrounds & Drug Testing, Inc. has received outstanding reviews on Mock collections performed at our facility. Our collectors are well prepared and highly knowledgeable on the following services that we provide:

- Alcohol Screening Methods
  - WTC operates the Intoxilyzer 400 Breath Alcohol Machine, which is calibrated once a month, and every time a positive test is administered.
  - Donors who are scheduled to take an alcohol test are properly monitored and checked for items that may alter the test prior to the testing process.
  - Donors are explained the method, reason and procedure of the test prior the testing process
- Drug Testing Methods
  - For the past year WTC acting as a subsidiary to Palm Trans current Drug and Alcohol provider has been tested under "mock" circumstances. During each "mock test" collection, WTC collectors have performed flawlessly.
  - WTC performs pre-employment; random; post accident; reasonable cause/suspicion; return to duty; and follow-up; DOT and Non-DOT drug tests.
  - Our facility contains a single drug testing restroom, which is connected to the laboratory. The restroom contains only one toilet, which has a secure tank and a blue bowl.
  - Donors are to wash hands outside the restroom since there is no running water inside the restroom.
  - WTC collectors also use an additional cup to verify temperature readings. We are highly knowledgeable about the services we offer and take the extra precautions when necessary.
- DOT Drug Screening
  - This procedure tests for five basic drug categories; following proper regulations as set forth by the D.O.T. The drug screening detects the illegal use of Amphetamines, Cocaine, Opiates, Marijuana, and

## Specimen collection, laboratory and MRO services

- Phencyclidine. Negative results of the screening are forwarded to the Medical Review Officer (MRO) from the toxicology department, confirmed, and then reported to the eScreen Inbox with a final result. Positive results are confirmed by the MRO who then contacts the donor. Once the donor has been notified, the final result will be reported to the eScreen Inbox .
- Laboratory Testing (using additional cups)
  - WTC uses only SAMSA and NIDA certified laboratory-testing facilities. CRL will process the specimens for Palm Tran. CRL is the only privately held laboratory operating on a national basis with over a three and a half million-test capacity. CRL processes samples 24 hours a day, 6 days a week and receives samples from all over the world. CRL Laboratories follows stringent COC procedures to perform collections.
- Analysis
  - WTC utilizes CRL to analyze the specimens collected for Palm Tran. CRL uses specific methods including the gas chromatographer/mass spectrometer to analyze the specimens. The technicians who perform the analysis are all certified forensic drug technicians under direct supervision of licensed toxicologists. CRL is licensed and accredited by the Federal government.
- Expert Witness Testimony
  - When required CRL and/or WTC will provide expert witness testimony for the county in any court or administered proceeding conceding the veracity of any analysis performed.
- Quality Control Checks
  - To ensure the quality of our collection and analyses procedures WTC will randomly conduct "mock collections" as well as blind samples to the laboratory. WTC also routinely engages in advance and refresher training for our collectors.
- Receiving/Accession Area
  - CRL is the only privately held laboratory operating on a national basis with over a three and a half million-test capacity. The receiving/accession area of the laboratory is secure at all times and only authorized personnel are allowed access.
- Forensic Toxicologist
  - WTC utilizes CRL laboratories. The Director of Toxicology for CRL is John Irving. Mr. Irving joined the CRL team in December of 2005 as Director of Toxicology. John has a strong background in substance abuse testing. While serving 21 years in the U.S. Navy, he established the Navy's Drug Testing Laboratory program and oversaw the operation of its five laboratories. He was also assigned to the National Institute on Drug Abuse where he served

## Specimen collection, laboratory and MRO services

as the Technical Head of the Federal Testing Program during the writing and implementation of the Federal Program. He oversaw the writing of the laboratory inspection checklist and Inspector's Guide and was an instructor for training inspectors for the Federal Program. Since leaving the Navy, he has served as the Responsible Person for several large laboratories and served as the Director for a laboratory specializing in the use of hair for drug detection. Mr. Irving holds a B.S. in Chemistry from Parsons College and a M.S. in Chemistry from Bucknell University. John is the author of numerous publications and has made presentations at national toxicology conferences

- Judicial Proceedings
  - WTC performs all collections and completes all Chain of Custody forms in compliance with the Department of Transportation 49 CFR Part 40. WTC follows strict guidelines to insure all collections are completed in a consistent manner. Therefore providing court defensible products.
- Confidentiality
  - WTC Backgrounds & Drug Testing is a limited access facility. All locks are resistant to unauthorized entry, tampering and compromise. WTC maintains a monitored alarm system, which deters attempted forced or surreptitious entry.
  - Files within WTC are maintained in locked file cabinets within a locked storage room. WTC provides a lock box for all donors using the laboratory for their personal belongings.
  - Reports are transmitted through an encrypted online system to ensure the integrity of information. Faxable reporting is only completed via secure fax. WTC also has secure document disposal. All disposed forms and materials are placed into a secure disposal bin and ultimately shredded through a protected company.
- Reports/ Reporting Timelines
  - Test reports shall be transported by eScreen, a secure online laboratory data system. To ensure the confidentiality of the reporting limited access will be granted to only key WTC personnel. Access to records is password protected for both WTC and Palm Tran. All drug test results will be available on a daily basis via the online eScreen network. Alcohol tests will be provided via a confidential fax machine. WTC will ensure that all drug/alcohol tests have a maximum of 72 hours turn around time. Negative drug screen results are routinely reported the following business day. Additional time is necessary for positive results.

## Specimen collection, laboratory and MRO services

- Consultation Services
  - WTC has relationships with several drug abuse counseling centers. Upon request WTC backgrounds and drug testing has the network to provide several accredited drug and alcohol counseling centers.
- Records Retention/Documentation
  - WTC will maintain all documents in relation to the work performed for Palm Tran which includes:
    - 1 year record retention
      - Records for test results less than 0.02 for alcohol
      - Records verified negative drug test results
    - 2 years record retention
      - Records related to the collection process
      - Documents relating to random selection process
    - 5 years record retention
      - Alcohol test results greater than .02
      - Verified positive results
      - Refusals to submit to alcohol and controlled substance tests
      - Calibration data on evidential breath testing devices (EBT)
      - Substance abuse professional's evaluations and referrals
      - Annual summary
- Specimen Storage
  - WTC utilizes CRL laboratories. CRL storage facilities are equipped with secure locks. Emergency power is provided by an emergency generator, which is automatically activated in the event of power loss. Access to storage facility is limited to authorized personnel. Specimens are stored in a locked refrigerated unit that maintains a temperature of minus twenty (-20) degrees centigrade. Positive specimens are maintained for 1 year. Positive specimens can be maintained longer for court or administrative proceedings.
- Chain of Custody
  - WTC utilizes U.S. DOT approved chain of custody forms in accordance of 49 CFR Part 40. WTC follows proper chain-of-custody guidelines as directed by the Department of Transportation Part 40. Our collectors follow straightforward paths to ensure consistent accurate methods for completing COC forms. By following straightforward paths it allows us to maintain control and accountability of specimens collected and tested in conformance with the requirements of CFR Part 40. Furthermore, MRO copies are faxed over to the MRO's office immediately after the collection



### Specimen collection, laboratory and MRO services

- has been performed and the employer copy may be issued to the Supervisor upon request. All documents are securely filed following the collections.
  - Transportation of Specimens
    - WTC utilizes DHL for transporting specimens to the facility. WTC will bear all the costs, packing materials and special containers required for the safe movements of specimens to the laboratory facility. Specimens are transported in such a manner to meet all required testing and timeliness. The specimens are packed in such a way to ensure specimens are received in undamaged in transit. Specimens are shipped and received within 24 hours of the end of the day the specimens are taken.
  - Supplies
    - WTC supplies the equipment necessary to complete all tasks described in the scope at no additional cost to Palm Tran.
  - Security
    - The eScreen system incorporates the high level of security technologies and practices that ensure the capture, presentation, validation, and storage of electronic signatures. Our security protocol ensures that our electronic data is non-reputable, legally valid and has a defensible audit trail.
  - Medical Examinations
    - WTC provides DOT physicals and issues Department of Transportation cards to drivers. The Medical director of WTC backgrounds and drug testing is Dr. Lloyd LaGrange, M.D.
  - MRO Qualifications
    - The MRO - Dr. Stephen Kratch with Clinical Reference Laboratories is a licensed physician and who is responsible for receiving and reviewing laboratory results. The MRO's credentials and qualifications are attached to this proposal.
  - Collector Qualifications
    - WTC's employees are all certified and knowledgeable about the current "DOT Urine Specimen Collection Procedures Guidelines." Attached are the certifications for all collectors affiliated with WTC Backgrounds and Drug Testing.
- 3.2.3. WTC Backgrounds & Drug Testing, Inc. is a walk-in facility, Monday through Friday 8am – 6pm and Saturday from 8am – 12pm. All screening methods are accepted on a walk-in basis. We offer Medical Examinations, such as PPD injections, DOT physicals and examinations by appointments only.

## Specimen collection, laboratory and MRO services

Each donor must complete consent forms with proper identification upon arrival. Post accident collections, random collections, and reasonable suspicion collections are taken in immediately for testing.

We utilize the services of licensed and certified laboratories as well as a certified medical review officer. WTC utilizes Clinical Reference Laboratories (CRL) to complete our screening needs. Established in 1979, CRL offers leading-edge diagnostic testing services. CRL is the only privately held laboratory operating on a national basis with over a three and a half million-test capacity. CRL processes samples 24 hours a day, 6 days a week and receive samples from all over the World.

Dr. Stephen Kratch with Clinical Reference Laboratories is a licensed physician and is responsible for receiving and reviewing laboratory results as well as evaluating medical explanations for WTC's drug testing program. WTC's clients will be able to contact the MRO Monday – Friday 8am – 5pm eastern time.

The Medical Review Officer is the advocate of the employee and an invaluable resource to the employer. WTC Backgrounds and Drug Testing offer MRO services as an integral part of our Drug Testing program. WTC Backgrounds and Drug Testing's MRO does not create a conflict of interest with WTC's responsibilities in the laboratory.

We at WTC Backgrounds & Drug Testing, Inc. along with CRL Laboratories can guarantee that you will have your negative test results the next business day and positive test results within three business days. Additional 24-48 hours is needed for confirmation on positive results. Reports will be reported electronically through the eScreen system associated with CRL Laboratory within 24-72 hours. The eScreen system allows clients to keep up-to-date on each individual. Each client will be a user of MyeScreen.com and is assigned to their own Inbox with password protection and access limitations. The myescreen.com Inbox displays the status of a donor's drug test results.

When a confirmed result is available for a donor, the donor's result status is immediately updated and available for review. The intuitive navigational design offers flexibility to users with sorting, printing, and viewing options. The eScreen tool manages your entire drug-testing program efficiently and electronically. The following are some characteristics of the eScreen system to help maneuver your way through your personalized drug-testing program:

Specimen collection, laboratory and MRO services

- **Test Results Report:**  
Search and display final test result dispositions. Provides a certificate for any confirmed test result.
- **Summary Report:**  
Select a specific date or date range and view the summary of the test results. This data can be exported and used in other applications, such as Excel.
- **Turnaround Time Report:**  
View test result turnaround time, from test completion to final results notice in the Inbox.
- **Statistics Reports:**  
View drug screen statistics for all Non-DOT and DOT programs. This report shows statistics by analyses and by reason for test.

WTC Backgrounds & Drug Testing, Inc. is available for after hour on-site collections due to post accident or reasonable suspicion. WTC is able to provide all clients with a fast, convenient, and reliable service. Our clientele have access to WTC's fast, courteous and professional staff at all times. Contact information will be provided before hand and is also available on our automated answering service. A collector will be dispatched and on-site within one hour from the time the call has been placed. Each collector is fully equipped with supplies and will have an intoxylizer breath alcohol machine.

3.2.4. WTC Backgrounds & Drug Testing, Inc. will provide Palm Tran Connections with a "Turn-Key" operation. WTC has been a subsidiary provider of alcohol and drug screening services in the Palm Beach County Mass Transit industry since 1999. As the primary provider for Palm Tran Connections, the transformation will be seamless.

3.2.5. WTC Backgrounds & Drug Testing, Inc. along with any and all collection sites WTC utilizes are DOT compliant collection facilities. WTC belongs to a network of collection facilities.

Central/Main Location:

WTC Backgrounds and Drug Testing, Inc.  
2260 Palm Beach Lakes Boulevard  
Suite 216  
West Palm Beach, FL 33409  
Contact: Pooja Derodra and/or Lisa King  
Phone: (561) 655-4301  
Fax: (561) 655-2032  
[lking@wtcbkgrounds.com](mailto:lking@wtcbkgrounds.com)

Specimen collection, laboratory and MRO services

West Palm Beach County Location:

Global MRO  
1100 S Main Street, Ste 102  
Belle Glade, FL 33430  
Contact: Pooja Derodra and/or Lisa C. King  
Phone: (561) 655-4301  
Fax: (561) 655-2032  
[lking@wtcbbackgrounds.com](mailto:lking@wtcbbackgrounds.com)

South Palm Beach County Location:

Variety International Processing, Inc.  
100 E Linton Blvd.  
Delray Beach, FL 33483  
Contact: Pooja Derodra and/or Lisa C. King  
Phone: (561) 655-4301  
Fax: (561) 655-2032  
[lking@wtcbbackgrounds.com](mailto:lking@wtcbbackgrounds.com)

Laboratory: Specimens will be shipped airfreight to:

Clinical Reference Laboratories  
8433 Quivira Road  
Lenexa, KS 66215

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Specimen collection, laboratory and MRO services

### **3.3 Financial/Business Stability**

- WTC is a privately held corporation. Attached is a certified statement from WTC's accountant, Michele Guerrina.

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Specimen collection, laboratory and MRO services

**3.4 Items and prices of our services**

- See Attached Exhibit "B" SCHEDULE OF ITEMS AND PRICES.

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**EXHIBIT "B"**  
**SCHEDULE OF ITEMS AND PRICES**

Item	Description	Estimated annual Quantity	Unit	Unit Price	Extended Amount
1	Urine collection and testing during normal business hours	255	ea	35.00	8,925.00
2	Urine collection, by mobile collection site, and testing during normal business hours	5	ea	35.00	175.00
3	Alcohol breath testing during normal business hours	120	ea	25.00	3,000.00
4	Alcohol breath testing by mobile collection site during normal business hours	5	ea	25.00	125.00
5	Urine collection and testing after normal business hours and weekends	25	ea	135.00	325.00
6	Urine collection, by mobile collection site, and testing after normal business hours and weekends	5	ea	135.00	675.00
7	Alcohol breath testing after normal working hours and weekends	25	ea	125.00	3,125.00
8	Alcohol breath testing by mobile collection site after normal working hours and weekends	25	ea	125.00	3,125.00
9	Blind samples	5	ea	35.00	175.00
10	Expert witness testimony	10	hr	50.00	500.00
	Total estimated annual amount	XXXXXX	XXX	XXX	20,150.00

Normal business hours are defined as: 8:00 a.m. through 5:00 p.m.

NAME (PRINT): Lisa c. King

TITLE: President

COMPANY: WTC Backgrounds & Drug Testing, INC.

ADDRESS: 2260 Palm Beach Lakes Blvd. #216, WPB, FL 33409

TELEPHONE NO. (561) 655-4301

SIGNATURE: 

Specimen collection, laboratory and MRO services

### **3.5 Business Information**

- WTC Backgrounds and Drug Testing, Inc. is a Florida Corporation. See attached APPENDIX A along with attached Articles of Incorporation and 2006 Amended Annual Report.

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Specimen collection, laboratory and MRO services

### **3.6 Amendments to the RFP**

- Amendments of the RFP was received and acknowledged.

### **Conclusions and Recommendations**

By implementing WTC Backgrounds & Drug Testing, Inc.'s Drug Free Workplace Program, your business will be protecting itself, your employees, and your customers through a simple way of screening at your convenience.

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Specimen collection, laboratory and MRO services

**Attachments**

▪ **Insurance Statement**

WTC shall agree to maintain insurance coverage's in full force and effect at all times during the life of this Contract. WTC will only be able to provide and maintain Commercial General Liability coverage and Business Automobile Liability. Insurance certificates can be presented upon notification of award.

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**APPENDIX A  
BUSINESS INFORMATION  
RFP NO. 06-115/MJ**

Full Legal Name of Entity: WTC Backgrounds & Drug Testing, Inc.  
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 2260 Palm Beach Lakes Blvd. #216  
West Palm Beach, FL 33409

Telephone Number: (561) 655-4301 Fax Number: (561) 655-2032

Form of Entity (check one and complete the appropriate entity statement attached hereto)

- Corporation (Complete forms page(s)     )
- Partnership, General (Complete forms page(s)     )
- Partnership, Limited (Complete forms page(s)     )
- Joint Venture (Complete forms page(s)     )
- Sole Proprietorship

Federal I.D. Number: 20-0494211

(1) If Proponent is a subsidiary, state name of parent company.

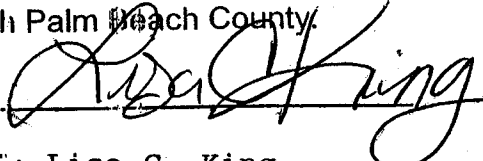
n/a  
Caution: All information provided herein must be as to Proponent (subsidiary) and not as to parent company.

(2) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate Proponent's business entity statement.

Is Entity registered to do business in the State of Florida? Yes  No

If yes to the above, as of what date? 1/1/04

If not presently registered to do business in the State of Florida, Offeror acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): Lisa C. King

TITLE: President

COMPANY: WTC Backgrounds & Drug Testing, Inc.

## CORPORATION STATEMENT

If a Corporation, answer the following:

1. When incorporated? January 1, 2004

2. Where incorporated? State of Florida

3. The Corporation is held:

Publicly       Privately

4. Has the Corporation previously offered to provide fixed route transit assessment services of similar size (as stated in the RFP) in the state of Florida?

yes       no

If yes, indicate Date: \_\_\_\_\_ Location: \_\_\_\_\_

5. Furnish the name, title, and address of each director, officer, principal manager and how long each has been employed.

6. Attach a copy of the Corporate Certificate from the Secretary of State.

7. Attach Credit references.

**CORPORATION STATEMENT**  
**Attachment to Item No. 5**

Rick King, CEO; 3040 Marbella Court, West Palm Beach, FL 33409  
1989 – Present

Lisa C. King, President; 3040 Marbella Court, West Palm Beach, FL 33049  
2002 – Present

**Electronic Articles of Incorporation  
For**

P03000155157  
FILED  
December 18, 2003  
Sec. Of State

WTC BACKGROUNDS & DRUG TESTING, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

WTC BACKGROUNDS & DRUG TESTING, INC.

**Article II**

The principal place of business address:

2601 N FLAGLER DRIVE  
SUITE 310  
WEST PALM BEACH, FL. US 33407

The mailing address of the corporation is:

2601 N FLAGLER DRIVE  
SUITE 310  
WEST PALM BEACH, FL. US 33407

**Article III**

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The number of shares the corporation is authorized to issue is:

500

**Article V**

The name and Florida street address of the registered agent is:

LISA C KING  
3040 MARBELLA COURT  
WEST PALM BEACH, FL. 33409

I certify that I am familiar with and accept the responsibilities of registered agent.

P03000155157  
FILED  
December 18, 2003  
Sec. Of State

Registered Agent Signature: LISA C. KING

### Article VI

The name and address of the incorporator is:

RALPH E, KING, III  
3040 MARBELLA COURT  
WEST PALM BEACH, FL 33409

Incorporator Signature: RALPH E. KING, III

### Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P  
ROBERT A GARRETT  
5127 CARIBBEAN BOULEVARD  
WEST PALM BEACH, FL. 33409 US

Title: V  
RALPH E KING III  
3040 MARBELLA COURT  
WEST PALM BEACH, FL. 33409 US

Title: S  
CHRISTOPHER BRETT  
2601 N FLAGLER DRIVE, SUITE 310  
WEST PALM BEACH, FL. 33407 US

### Article VIII

The effective date for this corporation shall be:

01/01/2004

Secretary of State

Entity Name: WTC BACKGROUNDS & DRUG TESTING, INC.

Current Principal Place of Business:

New Principal Place of Business:

260 PALM BEACH LAKES BLVD  
SUITE 216  
WEST PALM BEACH, FL 33409 US

Current Mailing Address:

New Mailing Address:

260 PALM BEACH LAKES BLVD  
SUITE 216  
WEST PALM BEACH, FL 33409 US

FEI Number: 20-0494211      FEI Number Applied For ( )      FEI Number Not Applicable ( )      Certificate of Status Desired ( )

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

KING, LISA C  
3040 MARBELLA COURT  
WEST PALM BEACH, FL 33409 US

HAAGENSON, BRYAN J  
515 EAST LAS OLAS BOULEVARD  
STE 860  
FORT LAUDERDALE, FL 33301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, the State of Florida.

SIGNATURE: BRYAN J. HAAGENSON

11/16/2006

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: P ( ) Delete  
Name: KING, RALPH E III  
Address: 3040 MARBELLA COURT  
City-St-Zip: WEST PALM BEACH, FL 33409 US

Title: P (X) Change ( ) Addition  
Name: KING, LISA C  
Address: 3040 MARBELLA COURT  
City-St-Zip: WEST PALM BEACH, FL 33409 US

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: LISA C. KING

P

11/16/2006

Electronic Signature of Signing Officer or Director

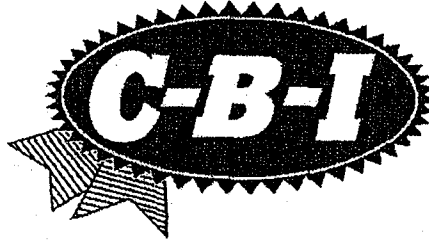
Date



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[www.cheneybrothers.com](http://www.cheneybrothers.com)

2801 W. SILVER SPRINGS BLVD.  
OCALA, FL 34475-5655  
352-291-7800  
WATS 800-939-4018  
FAX 352-291-7878

Lisa & Rick King  
WTC Backgrounds  
2260 Palm Beach Lakes Blvd  
West Palm Beach, Fl 33409

During the two years that we have been partnering up with WTC creating a Drug Free workplace, I can honestly say you guys are a "Cut Above The Rest". Your attention to detail paired with your staff's deeply conscientious, professional and hard working knowledge of DOT regulations have proved to be priceless.

I would like to also mention that I strongly commend Faith, Mellissa & Pooja for their skilled administration of all of Cheney Brothers' Inc Drug Free Workplace policies and procedures. They have proved to be very valuable members of your team. If it were not for your company's diligence, Cheney Brothers Inc. would have most likely not been able to pass our recent Federal DOT audit.

In summary, I would like to say to you thanks for the past years and I welcome you in our future endeavors....

Kevin E. Mosley  
Director of Risk & Safety Services  
Cheney Brothers Inc

A handwritten signature in black ink, reading "Kevin E. Mosley", written in a cursive style.

Paper Products \* Institutional Chemicals \* Janitorial Supplies \* Beverages  
Ware-washing & Laundry Specialists \* Restaurant Supplies \* Specialty Products  
Italian Specialties \* Export \* Meat & Poultry \* Seafood \* Produce \* Dairy & Specialty

REVISED 12/15/2005

12/28/2006 14:26 FAX

001



Robin Lee  
HR Manager  
9547 Fawn Park Lane  
Mechanicsville, VA 23116  
Tel (804) 730-7823  
Fax (804) 730-7431  
[rlee@fl-office.com](mailto:rlee@fl-office.com)

December 11, 2006

WTC Backgrounds  
Attn: Lisa King  
Via fax to (561) 655-2032

**RE: On Site Random Drug Tests - 12/8/06**

Dear Lisa

As you know, Premier has worked with WTC since November 2003. We've always had a great relationship and the quick turn around time for pre-screenings continues to be a plus.

Last Friday, I called WTC in desperate need of immediate random tests for our workforce. We had a disgruntled, terminated employee who accused 2 veteran employees of doing drugs. The call was made to our customer and not directly to Premier. We needed to spin on a dime to prove that the 2 were innocent, but in doing so, had to test the entire workforce. I had previously made arrangements with Faith to do the test on Tuesday, December 12th, but at our customer's request, had to push it up.

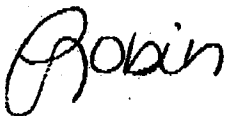
Faith kept her cool and worked with me to arrange for 1/2 the workforce to be tested on Friday and 1/2 on Monday since the supplies for the original test were not due until Monday.

I was told Friday that "someone" from WTC had called Faith to let her know that the supplies had arrived and that WTC was willing to deliver them to our site to complete the testing. When I talked to Faith today, I was told that the person was you.

I cannot convey how critical it was to get those tests done on Friday. WTC responded quickly and professionally. Both you and Faith went above and beyond to meet our needs and for that, we are truly grateful.

It's a pleasure doing business with a company that delivers superior customer service!!!

Thanks again!



Robin

AAMRO

American Association of Medical Review Officers



THIS IS TO CERTIFY THAT

Stephen T. Kracht, D.O.

having presented to the Executive Board of the American Association of Medical Review Officers satisfactory evidence of prescribed qualifications and having passed an approved examination before the

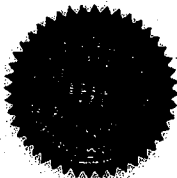
American Association of Medical Review Officers

in accordance with national standards of competency and expertise established for Medical Review Officers, is hereby accredited and designated as a

Certified Medical Review Officer

and by order of the AAMRO Board has been entered as such in the AAMRO Registry of Certified Medical Review Officers

Given and dated this 8th day of May 2002



Sharon L. H. Chairman

Countersigned and sealed with the Seal of the American Association of Medical Review Officers the day and date above written

Certificate Number 020508284

## STEPHEN J. KRACHT, D.O.

### CURRICULUM VITAE

#### EDUCATION:

**Pre-Medical:** Kansas University  
Lawrence, Kansas  
B.G.S., Human Biology, 1982

**Medical:** University of Health Services  
Kansas City, Missouri  
Doctor of Osteopathy, 1987

**Internship:** Chicago Osteopathic Hospital  
Chicago, Illinois  
1987-1988

**Residency:** Chicago Osteopathic Hospital  
Chicago, Illinois  
1988-1989

#### PROFESSIONAL EXPERIENCE:

June 2005 - Present eScreen, Inc.  
Overland Park, Kansas  
Medical Review Officer, eMRO

1994 - 2005 Employer Health Services/HCA/Concentra  
Kansas City, Missouri  
Staff Physician/Medical Review Officer

1993 - 1994 Diagnostic Center for Men  
Olathe, Kansas  
Staff Physician

1991 - 1993 Employer Health Services  
Kansas City, Missouri  
Staff Physician/Medical Review Officer

1989 - 1991 Lexington Family Clinic  
Lexington, Missouri  
Health Midwest Owned Practice  
Physician

#### LICENSURE:

Missouri, Kansas

#### CERTIFICATIONS:

General Practice, 1989  
Certified by AAMRO – June 2002, June 2005  
Certified by MROCC – May 1992, January 1997, June 2002  
Certified by ABIME – November 2004

**MROCC**  
**Medical Review Officer Certification Council**  
 Certifies that

**Stephen J. Kracht, D.O.**

has successfully met all eligibility and examination criteria  
 and is hereby designated a  
**Certified Medical Review Officer**

This certification is valid for six years.



02-05099

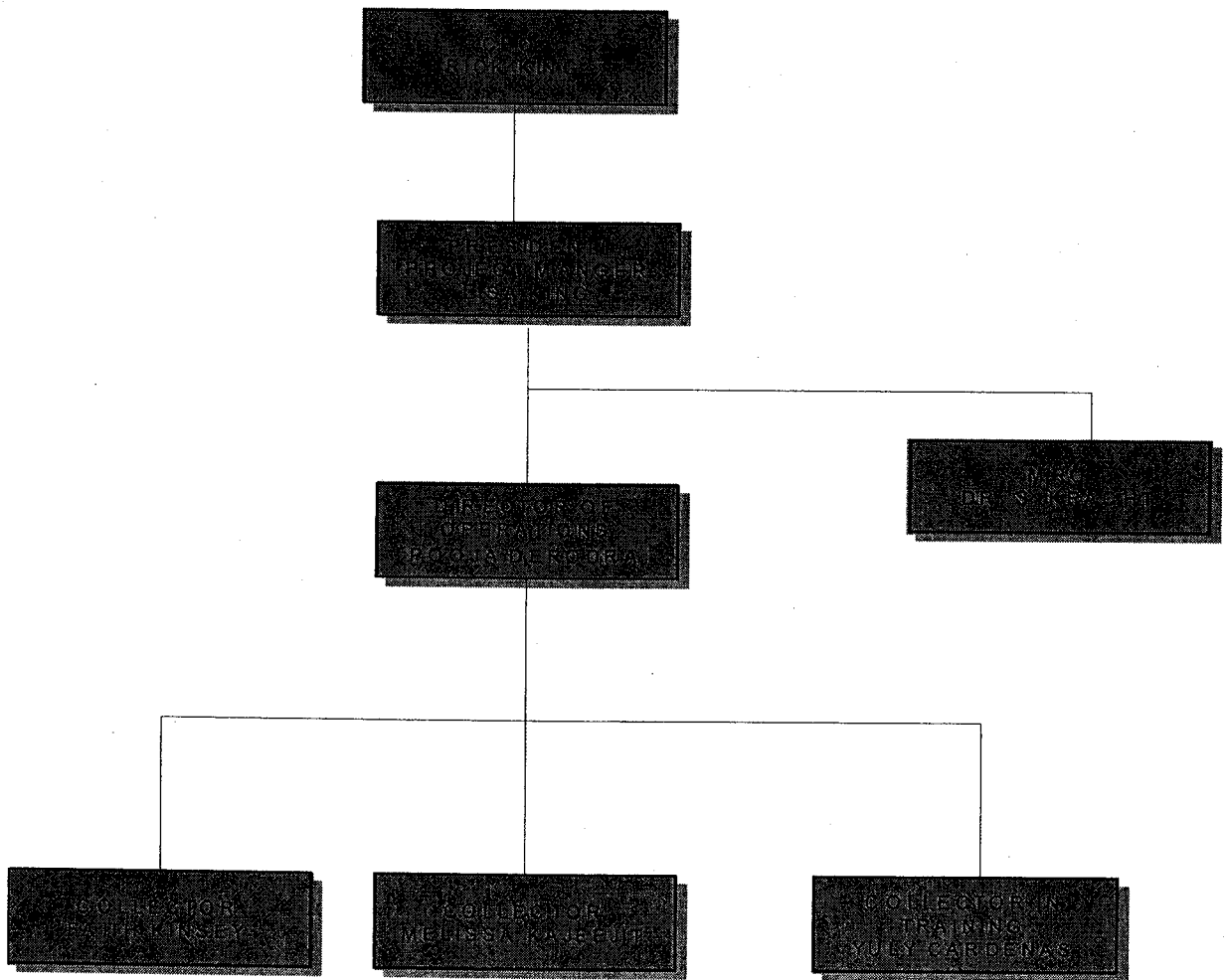
Effective this 24th day of July 20 02

Expires on 24th day of July 20 08

*E. M. Sheptone MD*  
 Chairman, Board of Directors

*Benjamin Kerson MD*  
 Secretary, Board of Directors

**WTC BACKGROUNDS AND DRUG TESTING  
ORGANIZATIONAL CHART**



## New Age Accounting, Inc.

P.O. Box 7514  
Jupiter, FL 33468

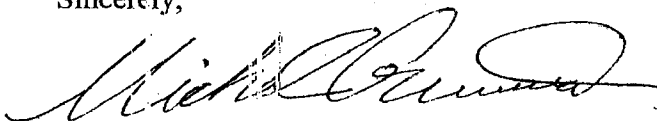
(561) 308-8567  
Fax (561) 658-0429

February 28, 2007

To Whom It May Concern:

I am the Accountant for WTC Backgrounds & Drug Testing, Inc. and have been for the last five years. The corporation has been and is in a sound financial condition. Palm Tran has permission from my clients to contact their financial institution to verify the Corporation's credit standing. Please contact David Gornitzky at Washington Mutual (561) 434-9490. If you have any further questions, please feel free to contact me at the above telephone number. Thank you.

Sincerely,



Michele Guerrina

**LISA C. KING**  
2260 Palm Beach Lakes Boulevard  
Suite 216  
West Palm Beach, FL 33409  
Phone: (561) 655-4301  
Cell: (561) 723-2150  
Email: [lkings@wtcbg.com](mailto:lkings@wtcbg.com)

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### **EDUCATION**

Northeast High School	06/1985
Legal Secretary	08/1985
Broward Community College	
Accounting	06/1989
Broward Community College	

### **WORK EXPERIENCE**

#### **WTC Backgrounds and Drug Testing, Inc.**

*Administrative Assistant* 07/2002 – Present

- Manage a portfolio of drug & background services for over 400 companies.
- In charge for client account management pertaining to billing, document management and collections.
- Assisted in the implementation of the online client data management system for our offered services.
- In charge of training and coaching staff with the operational processes, policies and procedures.
- In charge of tracking operational processes, identifying areas of improvement and presenting solutions to the CEO.
- In charge of formulating operational budgets and controlling expenses.
- In charge of business relations' development and employment screening consultation services to our clients nationwide.
- Coordinate efforts with our vendors on improving their products, service quality and operational efficiencies.
- Weekly Meetings with Office Manager and CEO on process improvement initiatives and ensure sustainability of implemented solutions.
- In charge of payroll, scheduling task assignment and task management for staff.
- Actively participate in business growth initiatives through attending seminars and networking events.

#### **LAW OFFICE OF HAAGENSON & HAAGENSON**

*Administrative Assistant* 08/2000 - Present

- Responsible for the day to day operation of multi-million dollar accounts in a prestigious law firm.
- Manage, research and prepare trusts and estate accounts.
- Assist in managing The Bacardi Foundation, The Lubee Foundation and The Lubee Bat Conservancy.
- In charge of payroll, scheduling task assignment and task management for staff.

#### **LAW OFFICE OF DOUGLAS R. BELL**

*Administrative Assistant* 06/1989 – 12/2003

- Responsible for the day to day operation of multi-million dollar accounts in a prestigious law firm.
- Managed the personal and legal affairs of over 30 clients.
- In charge of payroll, scheduling task assignment and task management for staff.



## LISA C. KING

---

### *Legal Secretary*

06/1985 – 06/1989

Research and prepare pleadings for estates and trusts.  
Schedule and set hearings, meetings, mediation conferences with clients, judges and attorneys.  
Assist in researching and preparing legal briefs for Trial.

### **HIGHLIGHTS OF QUALIFICATIONS**

- **Computer experience:** Microsoft Word, Excel, PowerPoint, Publisher, Word Perfect, QuickBooks, Quicken, Notesmith and Drugpak.
- **Marketing Experience:** Coordinated marketing events for WTC and attended business expositions and networking events.
- **Presentation skills:** Held training courses for DOT, Drug Free Workplace and Breath Alcohol regulations training.
- **Certifications:** Drug-Free Workplace, DOT CFR Part 40 Training, eScreen Certified Trainer, CMI Breath Alcohol Technician Instructor.

## **POOJA DERODRA**

2260 Palm Beach Lakes Boulevard  
Suite 216

West Palm Beach, FL 33409

Phone: (561) 655-4301

Cell: (561) 301-1310

Email: [pderodra@wtcbbackgrounds.com](mailto:pderodra@wtcbbackgrounds.com)

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### **EDUCATION**

**Bachelor of Arts in Psychology – Fall 06'**  
Concentration in Child Development and Empathy  
Florida Atlantic University, Boca Raton, FL

8/2002 – 12/2006

### **WORK EXPERIENCE**

#### **WTC Backgrounds and Drug Testing, Inc.**

##### ***Account Manager***

10/2005 – Present

- Manage a portfolio of drug & background services for over 400 companies.
- In charge for client account management pertaining to billing, document management and collections.
- Assisted in the implementation of the online client data management system for our offered services.
- In charge of training and coaching staff with the operational processes, policies and procedures.
- In charge of tracking operational processes, identifying areas of improvement and presenting solutions to the CEO.
- In charge of formulating operational budgets and controlling expenses.
- In charge of business relations' development and employment screening consultation services to our clients nationwide.
- Coordinate efforts with our vendors on improving their products, service quality and operational efficiencies.
- Weekly Meetings with Office Manager and CEO on process improvement initiatives and ensure sustainability of implemented solutions.
- In charge of payroll, scheduling task assignment and task management for staff.
- Actively participate in business growth initiatives through attending seminars and networking events.

##### ***Administrative Assistant***

06/2003 – 10/2005

- Specialized in and conducted client data account management for over 200 companies.
- Performed Drug Test and On-Site collections for assigned clients.
- Performed Investigative Background and Tenant screening for employment agencies and landlords.
- Designed and conducted Department of Transportation training courses and certification for newly hired DOT collectors.

### **HIGHLIGHTS OF QUALIFICATIONS**

- **Languages:** Fluent in English and Hindi.
- **Computer experience:** Microsoft Word, Excel, PowerPoint, Publisher, SPSS, QuickBooks, Webpage Development and Drugpak.

## POOJA DERODRA

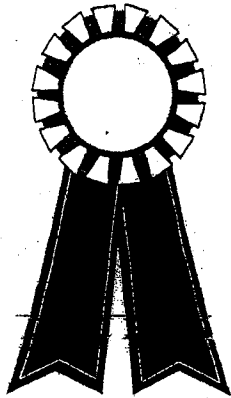
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- **Marketing Experience:** Coordinated marketing events for WTC & King Coppin; attended business expositions and networking events.
- **Presentation skills:** Held training courses for DOT regulations training. Involved in outstanding individual/group presentations throughout work and college. Conducted informative and persuasive talks to groups ranging from 2 - 50 people.
- **Events Management experience:** Specialized in directing special events. Planned events from start to finish for events such as "Guaranteed To Make You Sweat" Concert, drawing 2,000 – 5,000 people.
- **Leadership Experience:** Member of FAU Developmental research team. Promoted to Recruiting Director within one year of membership. Motivated student to get involved with research studies, trained a team of participants on research coding and managed a team of research assistants to accomplish campus deadlines.
- **Certifications:** Drug Free Workplace, DOT CFR Part 40, eScreen Certified Collector, Breath Alcohol Technician.

# CERTIFICATE OF COMPLETION

This certificate is awarded to

*Lisa King*



Has successfully completed the  
*DOT CFR 49 Part 40 Training*

*Joseph F. Reilly*  
Joseph F. Reilly, Instructor

*8-30-01*  
Date

SUBSTANCE ABUSE PROGRAM ADMINISTRATORS ASSOCIATION  
CERTIFICATE OF QUALIFICATION



*This is to certify that*

**Lisa C. King**

Has successfully completed the Substance Abuse Program Administrators Association Certified Collection Personnel Training Course<sup>®</sup> and, with a signature attesting to proper Proficiency Demonstration Monitoring, becomes a SAPAA Certified Collector

Elizabeth Emerson

August 17, 2006

Elizabeth Emerson, C-SAPA, C-SI, President

Date

August 17, 2006

Date Exam Completed

Proficiency Training Instructor:

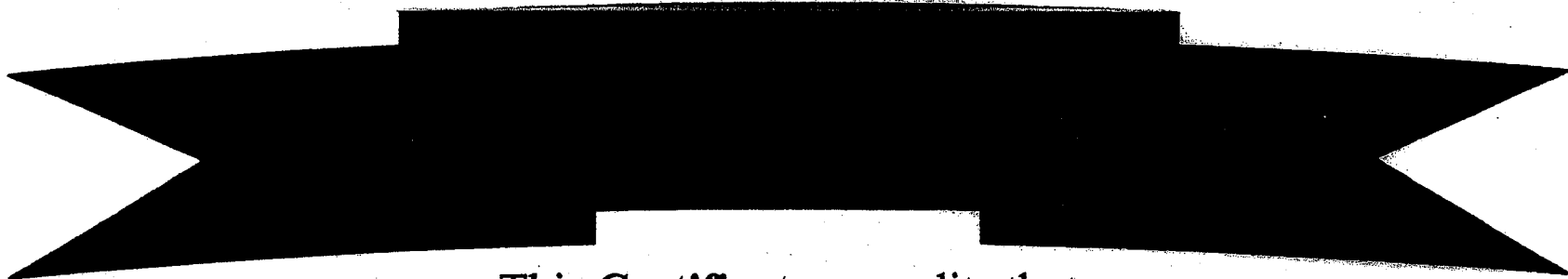
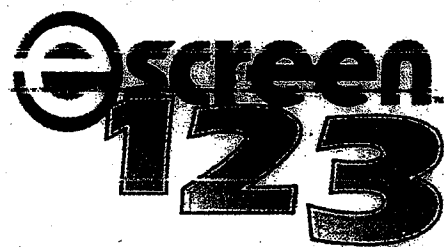
[Signature]  
Proficiency Instructor

Date

Aug 17, 06

Date Proficiencies Completed

SAPAA Certification Expiration Date: August 17, 2011



This Certificate accredits that

***Lisa King***

of WTC Backgrounds & Drug Testing #9937

has successfully completed the requirements to be recognized as an

**eScreen123 Certified Trainer**

*As prescribed by eScreen, Inc.*

A handwritten signature in black ink, appearing to read 'Anaela B. Moore', written over a horizontal line.

**Anaela B. Moore, Vice President of Operations**

**August 28, 2003**

*Date*



**Drew Fuehring**

*eScreen Certified Trainer*

# *Certificate of Achievement*

Pooja Derodra

has successfully completed the DOT collection training requirements as prescribed in 49 CFR Part 40, and is a qualified DOT Collector

7/3/01

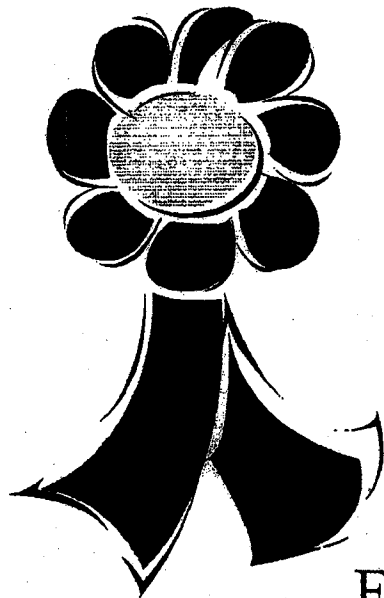
Date

*[Signature]*

Signed

# *Certificate of Completion*

This certificate is awarded to:

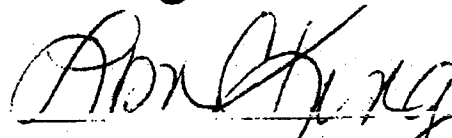


Pooja Derodra

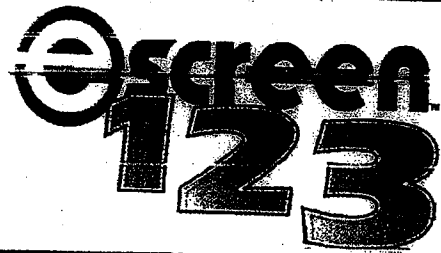
Has successfully completed the  
Florida Drug Free Workplace Training

5/16/03

Date

  
Lisa C. King, Instructor





**Certificate  
of Achievement**

This Certificate accredits that

**Pooja Derodra**

of WTC Backgrounds & Drug Testing #9937

has successfully completed the requirements to be recognized as an  
**eScreen123 Certified Collector**

*As prescribed by eScreen, Inc.*

*Angela B. Moore, Vice President of Operations*

**August 28, 2003**

*Date*



**Drew Fuehring**

*eScreen Certified Trainer*

# *Certificate of Achievement*

Faith Kinsey

has successfully completed the DOT CFR 49 Part 40  
Collector Training

7/31/04

Date

*[Signature]*

Signed

# *Certificate of Achievement*

Faith Kinsey

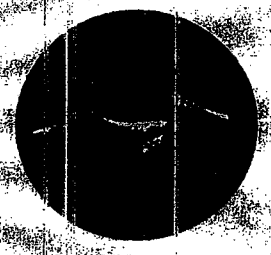
has successfully completed the Florida Drug Free Workplace  
Collector Training

7/31/04

Date

*[Signature]*

Signed



# *Certificate of Achievement*

Melissa Kajeejit

has successfully completed the DOT CFR 49 Part 40  
Collector Training

8/8/05

Date

*M. Kajeejit*

Signed

# *Certificate of Achievement*

Melissa Kajeelit

has successfully completed the Florida Drug Free Workplace  
Collector Training

8/8/05

Date

*[Signature]*

Signed