

Agenda Item #:

321

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 04/21/09 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department:

Submitted By: Human Resources

Submitted For: Human Resources

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to contract with NMS Management Services, Inc. (R2007-0708), for the County's drug testing program, to exercise the option to renew for one year, beginning May 1, 2009 through April 30, 2010, at an annual cost of \$41,450.

Summary: The Board of County Commissioners approved contract R2007-0708 on May 1, 2007 for a term of one year with two one-year options to renew. The Board of County Commissioners approved Amendment Number One (1) on July 8, 2008 (R-2008-1230). They are exercising this option to renew with the same terms and conditions. Countywide (EC)

Background and Policy Issues: Since January 1, 1995, Palm Beach County is required under the Omnibus Transportation Employee Testing Act of 1991 to screen employees and applicants in safety-sensitive positions for drugs and alcohol. Safety-sensitive positions are defined as those requiring operation or maintenance of vehicles in excess of 26,000 pounds, designed to carry 16 or more passengers including the driver, or which are used to transport hazardous materials. All safety-sensitive employees shall be subject to analytical urine drug testing and saliva testing for alcohol prior to employment, for reasonable suspicion, following an accident, as follow-up and on a random unannounced basis. Approximately 500 current and new employees per year are to be tested, as set forth in PPM# CW-P-060, "Controlled Substances Use and Testing Policy".

Attachments:

1. Renewal Contract
2. Contract with NMS Management Services, Inc.
3. CW-P-060, "Controlled Substances Use and Testing Policy"

Recommended by: Janis Brunell
Department Director

3/26/09
Date

Approved by: Bob McLean
Assistant County Administrator

4/13/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:



Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures					
Operating Costs	<u>\$17,270</u>	<u>\$24,180</u>			
Operating Revenues					
Is Item Included In Current Budget?			Yes <u>X</u>	No <u></u>	
Budget Account No.:	Fund 0001	Agency 340	Org. 3100	Object 3103	

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

Funds are budgeted in the Human Resources Department's budget.

III. REVIEW COMMENTS :

A. OFMB Fiscal and/or Contract Administration Comments:


 3-30-09
 OFMB 
 SN 3/27/09 CA 3/26/09

Dr. J. Law 4/3/09
Contract Administration

B. Legal Sufficiency:

**This amendment complies with
our review requirements.**

ETWC
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**AMENDMENT 1 TO CONTRACT WITH
NMS Management Services, Inc.**

THIS AMENDMENT NUMBER 1, dated this 1st day of May, 2009 to the Agreement dated May 1, 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, and NMS Management Services, Inc., (the CONSULTANT).

WHEREAS, the parties entered into an Agreement R-2007-0708 dated May 1, 2007 under which the CONSULTANT was to provide services for the County's drug testing program as a collection site, conduct saliva testing for alcohol, and medical review officer services; and

WHEREAS, the COUNTY desires to extend the Agreement for the one additional year through April 30, 2010.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. The term of the Agreement, as set forth in Article 1, is hereby extended for one year through April 30, 2010.
2. The payments to the CONSULTANT as set forth in Article 3, of the Agreement for the additional services shall be in an amount not to exceed \$41,450.00.

Except as expressly modified above, the Contract is hereby confirmed and remains in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set it's hand the day and year above written.

ATTEST:

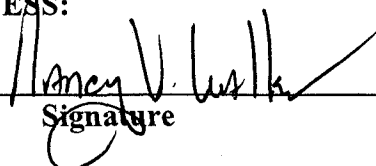
SHARON BOCK, Clerk

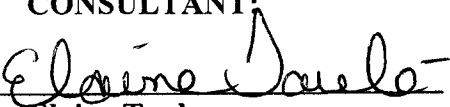
**PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Jeff Koons, Chairperson

WITNESS:

By: 
Signature

CONSULTANT:
By: 
Elaine Taule
NMS Management Services, Inc.

Dated: 3-26-09

Dated: 3/26/09

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

County Attorney

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID MN NMSMA-1	DATE (MM/DD/YYYY) 03/25/09
PRODUCER The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone: 561-276-5221 Fax: 561-276-5244		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED NMS Management Services, Inc. Attn: Elaine Taule 2901 S Congress Ave Palm Springs FL 33461		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A Wilshire Insurance Company	
		INSURER B AmComp Preferred Ins. Co.	10346
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES		THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	CP00117002	07/20/08	09/03/09	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2000000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2000000
A		AUTOMOBILE LIABILITY	CP00117002	09/03/08	09/03/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AUTO ONLY: AGG	\$
		GARAGE LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
		EXCESS/UMBRELLA LIABILITY					\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV7017428	08/23/08	08/23/09	EL EACH ACCIDENT	\$ 100000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL DISEASE - EA EMPLOYEE	\$ 100000
		If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - POLICY LIMIT	\$ 500000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Palm Beach County Board of County Commissioners shall be listed as additional insured with respects to General Liability.	
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CERTIFICATE HOLDER PALMB-5 Palm Beach County, Board of County Commissioners, 50 S.Military Trail Ste.210 West Palm Beach FL 33415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Michael Butcher</i>
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Client#: 1073344

63NMSMAN

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
09/26/08

PRODUCER

BB&T Insurance
110 Dixie Street
Carrollton, GA 30117
770 214-1991THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

NMS Management Services Inc
2901 South Congress Avenue
Lake Worth, FL 33461

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Markel Ins(StringerWare)

38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$
					MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY				
	ANY AUTO				COMBINED SINGLE LIMIT (EA accident) \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS				
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
	GARAGE LIABILITY				AGG \$
	ANY AUTO				EACH OCCURRENCE \$
					AGGREGATE \$
	EXCESS/UMBRELLA LIABILITY				
	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				
	DEDUCTIBLE				
	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
A	OTHER Professional	3CD33014361	09/28/08	09/28/09	E.L. DISEASE - POLICY LIMIT \$ \$1,000,000 Occurrence \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional Liability-Testing Services; Claims Made; Retro Date: 09/28/06

Deductible: \$2,500

DATIA Member Number: 33461

CERTIFICATE HOLDER

Drug & Alcohol Testing Industry
Association (DATIA)
1325 G Street, NW, Suite
500#5001
Washington, DC 20005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Paula D. Dayton

Agenda Item #:

3R1

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 07/08/08

☒ Consent

☐ Regular

☐ Ordinance

☐ Public Hearing

Department:

Submitted By: Human Resources

Submitted For: Human Resources

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to contract with NMS Management Services, Inc. (R2007-0708), for the County's drug testing program, to exercise the option to renew for one year, beginning May 1, 2008 through April 30, 2009, at an annual cost of \$41,450.

Summary: The Board of County Commissioners approved contract R2007-0708 on May 1, 2007 for a term of one year with two one-year options to renew. They are exercising this option to renew with the same terms and conditions. Countywide (EC)

Background and Policy Issues: Since January 1, 1995, Palm Beach County is required under the Omnibus Transportation Employee Testing Act of 1991 to screen employees and applicants in safety-sensitive positions for drugs and alcohol. Safety-sensitive positions are defined as those requiring operation or maintenance of vehicles in excess of 26,000 pounds, designed to carry 16 or more passengers including the driver, or which are used to transport hazardous materials. All safety-sensitive employees shall be subject to analytical urine drug testing and saliva testing for alcohol prior to employment, for reasonable suspicion, following an accident, as follow-up and on a random unannounced basis. Approximately 500 current and new employees per year are to be tested, as set forth in PPM# CW-P-060, "Controlled Substances Use and Testing Policy".

Attachments:

1. Renewal Contract
2. Contract with NMS Management Services, Inc.
3. CW-P-060, "Controlled Substances Use and Testing Policy"

Recommended by:

Jamie Brunell

Department Director

6/20/08

Date

Approved by:

B. A. Lee

Assistant County Administrator

6/30/08

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures					
Operating Costs	<u>\$17,270</u>	<u>\$24,180</u>			
Operating Revenues					
Is Item Included In Current Budget?			Yes <u>X</u>	No	
Budget Account No.:	Fund 0001	Agency 340	Org. 3100	Object 3103	

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

Funds are budgeted in the Human Resources Department's budget.

III. REVIEW COMMENTS :


A. OFMB Fiscal and/or Contract Administration Comments:

Atwellhite 6.24.08
OFMB
SN
4/24/08 CN
6/23/08

Dr. J. Jacoby 6/24/08
Contract Administration
E. Jacoby 6/24/08

B. Legal Sufficiency:

**This amendment complies with
our review requirements.**


Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

R2008-1230

AMENDMENT 1 TO CONTRACT WITH
NMS Management Services, Inc.

THIS AMENDMENT NUMBER 1, dated this 1st day of May, 2008 to the Agreement dated May 1, 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, and NMS Management Services, Inc., (the CONSULTANT).

WHEREAS, the parties entered into an Agreement R-2007-0708 dated May 1, 2007 under which the CONSULTANT was to provide services for the County's drug testing program as a collection site, conduct saliva testing for alcohol, and medical review officer services; and

WHEREAS, the COUNTY desires to extend the Agreement for the one additional year through April 30, 2009.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. The term of the Agreement, as set forth in Article 1, is hereby extended for one year through April 30, 2009.
2. The payments to the CONSULTANT as set forth in Article 3, of the Agreement for the additional services shall be in an amount not to exceed \$41,450.00.

Except as expressly modified above, the Contract is hereby confirmed and remains in full force and effect.

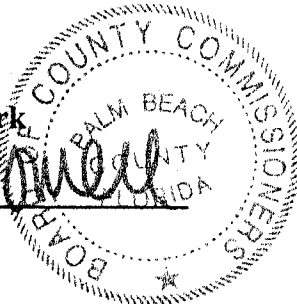
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set it's hand the day and year above written.

ATTEST:

SHARON BOCK, Clerk

By: Nancy Powell

Deputy Clerk



PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Addie L. Greene

Addie L. Greene, Chairperson

WITNESS:

By: Nancy Walk

Signature

CONSULTANT:

By: Elaine Taule

Elaine Taule
NMS Management Services, Inc.

Dated: 06-20-08

Dated: 06-20-08

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

ETW

Asst. County Attorney

BOARD OF COUNTY COMMISSIONERS

Meeting Date: 05/01/2007 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Submitted By: Human Resources
Submitted For: Human Resources

Motion and Title: Staff recommends motion to approve: Contract with NMS Management Services, Inc., to provide services for the County's drug testing program as a collection site for all safety-sensitive and pre-employment safety-sensitive employees, at an annual cost of \$41,450.

Summary: NMS Management Services, Inc. will provide Palm Beach County, as required under the Omnibus Transportation Employee Testing Act of 1991, to screen employees and applicants in safety-sensitive positions for drugs and alcohol. Services shall commence on May 1, 2007, for a term of one year with an annual cost of \$41,450.

Background and Policy Issues: CW-P-050, "Controlled Substances Use and Testing Policy" requires all safety-sensitive employees to be subject to analytical urine drug testing and saliva testing for alcohol prior to employment, for reasonable suspicion, following an accident, as follow-up and on a random unannounced basis. Safety-sensitive positions are defined as those requiring operation or maintenance of vehicles in excess of 26,000 pounds, designed to carry 16 or more passengers including the driver, or which are used to transport hazardous materials. The collection site will coordinate with a designated laboratory for testing and transportation of specimens collected. The Medical Review Officer will receive and interpret the laboratory reports, advise the County as to positive/negative findings, and provide an automated true random selection program. Services shall include: a D.O.T. 5-panel drug screen, split specimen, confirmation testing, review by a Medical Review Officer, evidential saliva testing by a certified saliva alcohol technician, after-hours, weekend and holiday availability. Approximately 460 safety-sensitive employees and 200 pre-employments per year are to be tested.

1. Contract with NMS Management Services, Inc.
2. CW-P-060, "Controlled Substances Use and Testing Policy"

Approved by: David W. Levenson
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	\$17,270	\$24,180			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
	\$17,270	\$24,180			
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No

Budget Account No: Fund 0001 Dept 340 Unit 3100 Object 3103

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funds are budgeted in the Human Resources Department's budget.

C. Department Fiscal Review: _____

III. REVIEW COMMENTS

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

4-17-07

OFMB

actn 4-14-07 WD 4/17/07

4/18/07

Contract Development & Control

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 200__, 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, and NMS Management Services, Inc., 2901 South Congress Avenue, Palm Springs, FL 33461,

[] an individual, [] a partnership, [x] corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is 65-0164078.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of substance abuse testing of all safety-sensitive positions to include collection of specimens, analytical urine drug testing by a Department of Health & Human Services certified laboratory, submission of results to a Medical Review Officer, provide professional/consultation services in receiving and interpreting laboratory urinalysis reports and alcohol breath testing results and advising the county as to positive/negative findings, and in providing a random selection system for testing, and breath testing for alcohol for applicants and employees prior to employment, for reasonable suspicion, following an accident, prior to returning to duty after failing a test, and on a random basis, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Janis Brunell, Director of Human Resources, 50 South Military Trail, Suite 210, West Palm Beach, FL 33411, telephone number (561) 616-6855.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Elaine Taule, NMS Management Services, Inc., 2901 South Congress Avenue, Palm Springs, FL 33461, telephone no. (561) 967-9729

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on May 1, 2007 for a term of one year with two one-year options to renew by the County upon sixty (60) days prior written notice and upon the same terms and conditions.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Forty-One Thousand, Four Hundred and Fifty Dollars (\$41,450.00). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as

otherwise provided, at the amounts set forth in Exhibit "B" 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.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed N/A Dollars (\$ _____), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT 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 CONSULTANT'S most favored customer for the same or substantially similar service.

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 consultants. 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 CONSULTANT 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 CONSULTANT. It may also be terminated, in whole or in part,

by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid 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 CONSULTANT 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

The CONSULTANT 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.

All of the services required herein under shall be performed by the CONSULTANT 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.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", 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.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT 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. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT 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. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT 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 CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT 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. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. 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 CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. 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, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT 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." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- G. Waiver of Subrogation CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.
- H. Certificate(s) of Insurance Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, 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 thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. Umbrella or Excess Liability If necessary, CONSULTANT 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.
- J. 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 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party 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 CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any 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, 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 14 - CONFLICT OF INTEREST

The CONSULTANT 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 of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT 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 CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'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 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT 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.

To the extent allowed by Chapter 119, Florida Statutes, 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 CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court 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 at the discretion of the COUNTY.

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 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT 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

CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT 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 22 - AUTHORITY TO PRACTICE

The CONSULTANT 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, the 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 F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants 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

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT 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 affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT 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.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Janis Brunell, Director
Human Resources Department
50 S. Military Trail, Suite 210
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Elaine Taule
NMS Management Services, Inc.
2901 South Congress Avenue
Palm Springs, Florida 33461

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT 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 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

SHARON BOCK, Clerk

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene
~~Chairman~~ PERSON

WITNESS:

Nancy V. Walker
Signature

Nancy V. Walker
Name (type or print)

Wayne O. Conroy
Signature

Wayne O. Conroy
Name (type or print)

CONSULTANT:

NHS MANAGEMENT Services, Inc
Company Name

Elaine Taule
Signature

Elaine Taule
Typed Name

President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By FWC For
County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By Janis Brunell
Department Director

EXHIBIT "A"

SCOPE OF SERVICES

Background:

Since January 1, 1995, Palm Beach County is required under the Omnibus Transportation Employee Testing Act of 1991 to screen employees and applicants in safety sensitive positions for drugs and alcohol. Testing is done for pre-employment, randomly, post-accident, for follow up and for reasonable suspicion. Safety sensitive positions are those requiring operation or maintenance of vehicles in excess of 26,000 pounds, designed to carry 16 or more passengers including the driver, or which are used to transport hazardous material.

Collection Site Services:

A collection site is a place designated by the County where employees and applicants present themselves for the purpose of providing a specimen to be analyzed for the presence of drugs and where breath alcohol testing is done. The primary collection site is NMS Management Services, Inc. at 2901 South Congress Avenue, Palm Springs, FL 33461. Other sites may be agreed to by the parties during the course of this agreement. Collection site services shall include: collection of a split urine sample, analytical urine drug testing by a Department of Health and Human Services certified laboratory for a five panel drug screen, confirmation testing, and submission of results within an average of five days after receipt of a specimen by the laboratory to a Medical Review Officer; evidential breath testing by a certified Breath Alcohol Technician with no additional charge for confirmation. Approximately, 460 employees and 200 pre-employment applicants per year are to be tested.

Testing:

All safety-sensitive employees shall be subject to analytical urine drug testing and breath testing for alcohol prior to employment, for reasonable suspicion, following an accident, prior to returning to duty after failing a drug test, as follow up during completion of rehabilitation treatment, and on a random, unannounced basis.

Testing will be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services and certified under the "Mandatory Guidelines for Federal Workplace Drug Testing Programs." Testing shall be conducted in such a way as to protect individual dignity, privacy and confidentiality throughout the testing process. Test results will be reported to the Medical Review Officer by the laboratory within an average of five working days of receipt of the samples.

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen will be conducted on each specimen. For those specimens testing positive, a confirmatory Gas Chromatography/Mass Spectrometry test will be performed.

Tests 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. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test.

Medical Review Officer Services:

A Medical Review Officer is a licensed Florida physician responsible for receiving laboratory results generated by an employer's drug testing program that has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test.

The Medical Review Officer (MRO) shall maintain required data and prepare necessary reports in compliance with 49 CFR 382 and any amendments to those regulations or subsequent regulations regarding Federal drug and alcohol testing record keeping.

The MRO will coordinate with a designated laboratory for testing and transportation of specimens collected. Testing will be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services and certified under the "Mandatory Guidelines for Federal Workplace Drug Testing Programs." Testing shall be conducted in such a way as to protect individual dignity, privacy and confidentiality throughout the testing process. Test results will be reported to the Medical Review Officer by the laboratory within an average of five working days of receipt of the samples.

The MRO shall provide to the County verbal results of all screening within 36 hours of receipt of the test results from the laboratory. Written results shall be provided within 72 hours.

Random Selection Program:

The Consultant shall provide an automated true random selection program in compliance with federal, state and local regulations. Each safety-sensitive employee shall have an equal chance of being selected during each selection period. The rate of random selection shall be at 50% of the total number of safety sensitive employees for drug testing and 25% of safety sensitive employees for alcohol testing. The dates for administering random testing shall be monthly as determined by the Consultant.

An automated report will be sent via facsimile, modem or telephone. The County will designate a representative and an alternate responsible for all communication. 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 list will designate employees to be both drug and alcohol tested. Additions and deletions to the employee master list will be provided to the Consultant by the County by the last day of each month.

All procedures will be conducted consistent with the procedures set forth in 49 CFR Part 40 and 49 CFR Part 382 as provided and amended (attached).

EXHIBIT "B"

**SCHEDULE FOR PAYMENT AND PROPOSED BUDGET
FOR PROFESSIONAL SERVICES/CONSULTANT**

<u>Name of Company</u>	<u>Billing Rate</u>	<u>Estimated Numbers</u>	<u>Extended Amount</u>
COMPREHENSIVE DRUG TESTING, INC.			
5-Panel Drug Collection	\$35.00	460	\$16,100
Saliva Alcohol Screen	\$25.00	150	\$ 3,750
Breath Alcohol Confirmation	\$25.00	75	\$ 1,875
Pre-Employment	\$35.00	200	\$ 7,000
On-Site Services			
Random Drug Testing	\$40.00	90	\$ 3,600
On-Site Service Fee	\$50.00	12	\$ 600
After Hours Testing	\$145.00	10	\$ 1,450
Random Selection Service			
One-time set up fee			\$ 250
Expert Witness Support Services			
Documentation Package Consultation/Testimony	\$125.00	5	\$ 625
(at PBC site)	\$1,000.00/day	5	\$ 5,000
Consultation/Testimony (at Lab site)	\$125.00/hour	5	\$ 625
Retesting of reported Result	\$90.00	5	\$ 450
Shipment of second Specimen to another lab	\$25.00	5	\$ 125

TOTAL COST MAXIMUM AMOUNT \$41,450

Client#: 1073344

63NMSMAN

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
08/28/06PRODUCER
BB&T Insurance
9 Dixie Street
Carrollton, GA 30117
770 214-1991THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED
NMS Management Services Inc.
2901 South Congress Avenue
Lake Worth, FL 33461

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Market Ins (StringerWare)

38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED EQUIPMENT (per occurrence) \$ MED EXP (any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOF AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (per accident) \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$
DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS \$ EL, EACH ACCIDENT \$ EL, DISEASE - EA EMPLOYEE \$ EL, DISEASE - POLICY LIMIT \$
A OTHER Professional	3CD3301	08/28/06	08/28/07	\$1,000,000 Occurrence \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Professional Liability-Testing Services; Claims Made; Retro Date: 08/28/06.

Deductible: \$2,500

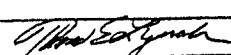
DATIA Member Number: 33461

CERTIFICATE HOLDER

Drug & Alcohol Testing Industry
Association (DATIA)
1328 Q Street, NW, Suite
50085001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 10 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

ACORD. CERTIFICATE OF LIABILITY INSURANCE						OP 10 SN NMS-04-1	DATE (MM/DD/YYYY) 04/19/07
PRODUCER The Plastridge Agency, Inc. 830 N.W. 6th Avenue Delray Beach FL 33483 Phone: 561-276-5221 Fax: 561-276-5244				INSURERS AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: AmComp Preferred Ins. Co. INSURER C: INSURER D: INSURER E:			
INSURED NMS Management Services, Inc. Attn: Erlinda Taule 3301 S Congress Ave Palm Springs FL 33461				NAIC # 22292			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
GENERAL LIABILITY A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	ZHJ8377471	07/20/06	07/20/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURRENCE) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG			
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS A <input checked="" type="checkbox"/> Hired Autos A <input checked="" type="checkbox"/> Non-Owned Autos	ZHJ8377471 ZHJ8377471	07/20/06 07/20/06	07/20/07 07/20/07	COMBINED SINGLE LIMIT (EA OCCURRENCE) BODILY INJURY (Per person) BODILY INJURY (Per occurrence) PROPERTY DAMAGE (Per occurrence)			
GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG			
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE AGGREGATE DEDUCTIBLE RETENTION			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? IF YES, INDICATE UNDER SPECIAL PROVISIONS below OTHER	NCV7017428	08/23/06	08/23/07	VC STATUS: <input type="checkbox"/> TOLR E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Palm Beach County, Board of County Commissioners and it's officer's, director's and employees are listed as additional insured.							
CERTIFICATE HOLDER PALMB-5 Palm Beach County, Board of County Commissioners, 50 S. Military Trail, Ste. 210 West Palm Beach FL 33415				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: 			

THE HANOVER INSURANCE COMPANY

THE HANOVER INSURANCE COMPANY, 440 LINCOLN ST., WORCESTER, MA 01605

COMMERCIAL LINES POLICY
COMMON DECLARATIONS

CS

POLICY NUMBER	FROM	TO	COVERAGE IS PROVIDED IN THE	AGENCY CODE
ZHJ 8377471 00	07/20/06	07/20/07	THE HANOVER INSURANCE COMPANY	5009052
NAMED INSURED'S ADDRESS			AGENT	
NMS MANAGEMENT SERVICES INC 2901 S CONGRESS AVE PALM SPRINGS FL 33461			PLASTRIDGE AGENCY, INC. DELRAY BEACH LOCATION 820 N.E. 6TH AVENUE DELRAY BEACH, FL 33483	

POLICY PERIOD: FROM: JULY 20 2006 TO: JULY 20 2007 AT
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

BUSINESS DESCRIPTION: MANAGEMENT OF DRUG-FREE WORKPLACES

LEGAL ENTITY: CORPORATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS
FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY
BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$5,349.00
COMMERCIAL CRIME COVERAGE	\$18.00
COMMERCIAL AUTOMOBILE COVERAGE	\$324.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$673.00
COMMERCIAL INLAND MARINE COVERAGE	\$100.00

**TOTAL PREMIUM: \$6,764.00

TOTAL PREMIUM INCLUDING TAXES AND SURCHARGES: \$7,352.67

**MAY INCLUDE PREMIUM, IF ANY, FOR TERRORISM; REFER TO DISCLOSURE NOTICE.

* INCLUDES TAXES AND/OR SURCHARGES
(INCLUDING FLORIDA SURCHARGES)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART
COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART
THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

FORM NO. 401-0023A 4/90

ISSUED 09/19/2006
DIRECT BILL R

American International Companies*
Not Provided by Members of American International Group, Inc.

RENEWAL

POLICY DECLARATIONS

Policy Number: 225-4137

INSURER: AIG Preferred Insurance Company

The Policy Period Begins and Ends at 12:01 A.M.

Standard Time From 03/01/07 To 09/01/07

Effective Date of Change: 03/01/07

Named Insured

ALFRED E TAULE
ELAINE M TAULE
403 GLENBROOK DR
LAKE WORTH, FL 33462-1007

Customer Service Center:

AIG AUTO INSURANCE

ONE AIG CENTER

PO BOX 15510

WILMINGTON, DE 19850-5510

POLICY SERVICE: To make a
change to your policy call 1-800-616-4524

CLAIMS: Call anytime to report
an accident or loss 1-800-433-8880

ST: 09 CO: 0057 ACCT: 00009820

DESCRIPTION OF YOUR COVERED AUTO(S):

AUTO	TERR	SYMBOL	AGE	YR	MAKE-MODEL	SERIAL NUMBER	CLASS
1	35	2325	10	04	BMW 740L	WBAGJ812KWD421938	100310
2	35	1823	3	05	MERQ BENZ E320	WDBUF65J45A609217	160330
3	35	2118	21	87	PORSCHE 928S	WP0J80829H4S840708	164010

COVERAGE IS ONLY PROVIDED WHERE A SPECIFIC PREMIUM CHARGE IS SHOWN

COVERAGE	LIMITS OF LIABILITY	AUTO 1	AUTO 2	AUTO 3
Bodily Injury.....	\$100,000/ \$100,000 Per Person/Accident	\$ 147.80	\$ 135.70	\$ 132.10
Property Damage.....	\$50,000 Per Accident	\$ 55.00	\$ 50.60	\$ 49.10
Personal Injury Protection.....	\$10,000 Overall Maximum	\$ 62.70	\$ 57.60	\$ 75.10
Basic Medical Expenses....	80% of Expenses			
Basic Work Loss.....	60% of Expenses			
Replacement Services.....	Subject To Overall Maximum			
Death Benefit	\$5,000 Maximum			
Uninsured Motorist	With Stacking			
Bodily Injury.....	\$100,000/ \$100,000 Per Person/Accident	\$ 102.60	\$ 102.60	\$ 102.10
Comprehensive.....	Deductible AUTO#1 \$500 #2 \$500	\$ 32.30	\$ 29.40 - No Cov	
Collision.....	Deductible AUTO#1 \$500 #2 \$500	\$ 113.10	\$ 131.70 - No Cov	
Towing & Labor.....	Per Disabament AUTO#1 \$100 #2 \$100	\$ 2.50	\$ 2.50 - No Cov	
Total Premium Per Auto		\$ 516.00	\$ 510.10	\$ 360.10

... THIS IS NOT A BILL ...

TOTAL FULL TERM PREMIUM \$ 1,386.60



WE LOOK FORWARD TO CONTINUING YOUR
AUTOMOBILE COVERAGE AT THIS RENEWAL.

THANK YOU!

[Signature]

Authorized Company Representative (where required)

Certificate of Completion

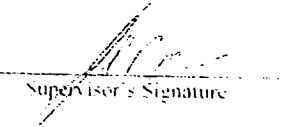
Elaine Taule

Has successfully completed the

**Quest Diagnostics
DOT Urine Drug Testing Course**



Quest
Diagnostics


Supervisor's Signature


Date

Certificate of Completion

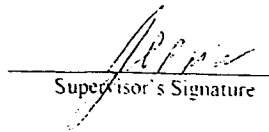
Elaine Taule

Has successfully completed the

**Quest Diagnostics
Non-DOT Urine Drug Testing Course**



Quest
Diagnostics


Supervisor's Signature


Date

Concern for kids sparks business

christine davis
FREELANCE WRITER

When Elaine Taule began researching home drug testing as a way of controlling marijuana use by her college-age sons, little did she know she would become a Drug-Free Workplace specialist.

That was a dozen years ago. Now, her company, NMS Management Services, provides turnkey Drug-Free Workplace programs, an Employee Assistance Program, and background investigation checks for employers.

But back then, Taule simply noticed that her sons were "looking a little fuzzy" when they came home for vacations.

"I had a pretty good idea that they were experimenting with marijuana," she said. Taule called the National Health Lab and asked if she could administer a drug test to her boys.

"Tom Moore, who was the manager, took me under his wing," she said. "It was good timing. Companies with drug-free workplaces were better able to get county and government bids and worker's compensation offered discounts to them."

NMS Management Services
president
ELAINE TAULE
address
2188 W. ATLANTIC AVE.
DELRAY BEACH 33445
phone
561-266-9010

Taule began contracting with businesses. One of her clients is G. Neil Direct Mail in Sunrise, a direct mail marketer of human resource products and services.



Taule and VP Jennifer Anzalone expect NMS to hit \$1 million this year.

"Taule's company is timely in response, extremely pleasant to work with and non-confrontative," said Karen Flanagan, human resources staffing manager at G. Neil. "If a drug screen comes back positive, it is handled professionally. When she speaks to the person involved, she does it with grace and she leaves him or her with dignity. I've stayed with Taule because she gives unmatched service."

Taule helped companies like G. Neil put together drug-free workplace programs and she offered on-site collection of drug test samples.

"It may hurt, but do it anyway. Feel the fear and do it anyway. It could be very surprising."

elaine taule

ADVICE TO WOMEN WHO WANT TO GROW THEIR BUSINESSES

profile

"I did all this with a typewriter out of my house for the first six years," she said. "I couldn't believe it when I opened a business checking account."

She learned basic business skills from the National Association of Women Business Owners, of which she is now president of the Palm Beach County chapter.

"I received invaluable mentoring from the other members," she said. "One member told me, 'You have to bite the bullet.' As women, we're afraid to do that. But by having a support system in place, and by seeing other women trying and succeeding, I decided to go for it." That's when she decided to get a start-up loan of \$50,000 and open an office.

When she moved the business out of her home, it began to grow.

"The lab approached me. They needed a place to draw blood. Now that I had an office, I could do that. And that paid the rent," she said. "There's a momentum that gets going. I had to work on the business instead of in the business. I separated myself and I started to delegate."

Now she has 1,000 clients and expects her business to hit \$1 million in 2001. Her daughter has come on board and heads up marketing. Her husband, too, is being certified to handle the EAP.

"When I was in my early 20s, I was selling Tupperware. I guess that's when I decided I liked being in business for myself."



THE PROFESSIONAL & BUSINESS FORUM[®] **FOCUS**

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Exceptional
Performance
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Values, Integrity
and Ethics

VOLUME XI.3

Presenter of the Annual E-V-I-E Awards

MAY / JUNE 2005

The 2005 E-V-I-E Awards

Friday, June 3, 2005 • 12 noon to 2:00 p.m.

The Cohen Pavilion at the Kravis Center • West Palm Beach

Professional of the Year

Nancy Brinker

Founder, The Susan G. Komen
Breast Cancer Foundation



When Nancy Brinker's sister, Suzy, died of breast cancer at the age of 36 in 1980, Nancy promised herself she would fulfill her sister's plea to help others battling the disease. In 1982, she es-

tablished the Susan G. Komen Breast Cancer Foundation, today recognized as the nation's leading catalyst in the fight against breast cancer. Currently, the Komen Foundation boasts more than 75,000 volunteers working through a network of 118 U.S. and a growing number of international Affiliates.

Ms. Brinker also founded the Komen Foundation's signature program – the Komen Race for the Cure[®], the largest series of 5K run/fitness walks in the world. Since its origin in 1983 in Dallas, Texas, the Komen Race for the Cure[®] Series has grown from one local Race with 800 participants to a national series of 113 Races with 1.5 million participants expected in 2003.

In 2001, President Bush appointed Ms. Brinker to serve as U.S. Ambassador to the Republic of Hungary. In 1986, President Reagan appointed Ms. Brinker to the 18-member National Cancer Advisory Board as one of six laypeople. In 1992, she was appointed by President Bush to the three-member President's Cancer Panel to monitor the progress of the National Cancer Program and was selected by Vice President Quayle to serve as the chairman of a subcommittee to study the progress of breast cancer research and education in the United States and around the world.

Businessperson of the Year

Elaine Taulé

CEO/President
NMS Management Services, Inc.



Elaine's quest began in 1988, when she suspected that her two oldest boys were experimenting with drugs. Her concern led her to a laboratory in search of a way to drug test them – a request so ahead of its time

that the clinician's first response was to laugh. Elaine convinced them of the gravity of the situation and the lab responded that if she could get urine samples, they would test them. After offering her sons the choice of giving her urine samples or their car keys, Elaine got the samples. One tested positive for marijuana.

From that day forward, Elaine was on a mission. She wanted to educate parents on how to help their children in the war on drugs. Her timing was superb. Florida had just become a drug free workplace state, so she began by bringing her passion to the workplace to educate employers and employees (parents/caretakers) on substance abuse. She founded NMS Management Services, working out of her home and bringing her passion of being drug free "to anyone that would listen." NMS is now one of the leading substance abuse testing companies in the country.

Elaine created a company where catching the problem was just the first step. She believes correcting the problem is the key. So NMS goes beyond just testing and offers drug awareness education, Employee Assistance Programs (EAP) and Medical Officer Review services (MRO).

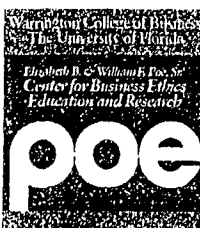
To prevent substance abuse in the schools, Elaine has aligned with a network of community affiliations.

Corporate Best Practices in Education

Elizabeth B. & William F. Poe, Sr.

Center for Business Ethics Education and Research

Warrington College of Business
Administration, University of Florida



In 2004, the Poe family of Tampa, Florida endowed the Center for Business Ethics Education and Research in honor of their parents, for whom the Center is now named. The Center continues the work of the Poe Business Ethics Program that has served the college since 1998.

The goals of the Poe Center are threefold:

- To increase the visibility of ethical issues among college and university students
- To provide forums for thoughtful analysis of important ethical problems in business and management
- To influence students to become competent and responsible business citizens

The center's work is premised on the idea that business ethics lies at the core of a productive market system. It advocates a prosperous and just society that presumes people accept responsibility and discharge duties, keep their commitments, and respect the dignity and integrity of fellow human beings.

TO: ALL COUNTY PERSONNEL
FROM: ROBERT WEISMAN
COUNTY ADMINISTRATOR
PREPARED BY: HUMAN RESOURCES
SUBJECT: CONTROLLED SUBSTANCES
USE AND TESTING POLICY
PPM #: CW-P-060

ISSUE DATE
November 10, 2003

EFFECTIVE DATE
November 10, 2003

PURPOSE:

To establish a policy on prohibiting drug and alcohol use in the workplace, and procedures for drug and alcohol testing of employees.

AUTHORITY:

1. Omnibus Transportation Employee Testing Act of 1991
2. Palm Beach County Merit Rules and Regulations

POLICY:

This policy applies to all County employees, including volunteers, while on duty. Employees covered by the CWA bargaining unit should refer to their Contract for further information on drug testing. All employees will be subject to urine drug testing and alcohol breath testing for reasonable suspicion. In addition, certain employees who perform safety sensitive functions are subject to additional requirements to be tested for drugs, before beginning employment and for drugs and alcohol following an accident and randomly.

It is the policy of Palm Beach County to:

- (1) Assure that employees are not impaired in their ability to perform assigned duties in a safe and productive manner.
- (2) Create a workplace environment free from the adverse effects of drug and alcohol use or misuse.
- (3) Prohibit the use, possession, solicitation, sale or disbursement of controlled substances while on duty.

- (4) Encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to work.

PROCEDURES:

Definitions

Controlled substances:

- (1) Any illegal drug, including but not limited to marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine; and
- (2) Beverages containing alcohol or any substances including medication or food that would cause alcohol to be present in the body while performing County business.

On-duty: Time during which an employee actually works including lunch periods and breaks when an employee is scheduled to return to work, and periods during which the employee is available to work, such as when on-call. For employees performing safety sensitive functions, alcohol prohibitions also extend to the 4 hours before performing a safety sensitive function, and the 8 hours following an accident that requires testing.

Safety sensitive functions: Those duties requiring operation of a revenue service vehicle or operation and maintenance of vehicles or equipment in excess of 26,000 pounds GVWR, designed to carry 16 or more passengers (including the driver), or of any size which is used in the transportation of a placardable amount of hazardous material. A list of safety sensitive positions is updated monthly. A driver is considered to be performing a safety sensitive function during any period in which he is actually performing, ready to perform or available to perform safety sensitive functions, and including any other functions as provided by law.

Prohibited Conduct

1. The use, possession, solicitation, sale or disbursement of controlled substances and alcohol on County premises, in County vehicles, or while on County business.
2. Reporting for duty or remaining on duty under the influence or impaired by use of drugs or alcohol.
3. Refusing to comply with a request for testing, providing false information related to a test, attempting to falsify test results through tampering, contamination, adulteration or substitution. Refusal includes receiving a verified adulterated or substituted test result, being unable to provide a specimen or breath sample without a valid medical explanation, refusing to take any medical tests ordered by the Medical Review Officer (MRO), refusing to be observed if required, a verbal declaration, obstructive behavior, or physical absence, such as leaving the test site or the scene of an accident, resulting in the inability to conduct the test, not having identification or other means of identifying oneself at site, failing to appear within a reasonable time, refusing to sign testing forms, and other failures to cooperate as

provided by law.

4. **For Safety Sensitive Positions:**

Performing safety sensitive functions with a blood alcohol concentration of 0.04 or greater.

Using alcohol during the four hours before performing a safety sensitive function.

Using alcohol during the eight hours following an accident, or before taking a required post-accident test.

Employees who violate these prohibitions will be subject to disciplinary action up to and including termination. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

Testing Requirements

Testing shall be conducted in a way that assures a high degree of confidentiality, accuracy and reliability and using techniques, equipment and laboratory facilities approved by the U.S. Department of Health and Human Services. All testing will be conducted according to the requirements of 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs." The costs of testing will be paid by the County, except as noted.

Drug testing will be for marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial immunoassay screen to eliminate negative urine specimens from further consideration will be conducted on each specimen. The split sample method of collection is used in which the sample is divided into two containers, the primary specimen and the split specimen. If the test result of the primary specimen is positive, a confirmation test will be done. This is a second analytical procedure using a different technique from the first, Gas Chromatography/Mass Spectrometry.

Alcohol testing will be conducted using an evidential breath testing device. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test. If an employee who performs safety sensitive functions has a confirmed alcohol concentration of greater than 0.02 but less than 0.04, they will not be in violation of the prohibitions of the Omnibus Testing Act, but they will not be allowed to perform safety sensitive functions until 24 hours following the test. In such cases, employees will be sent home and required to use sick or vacation leave or be on leave without pay.

Pre-employment Testing

Applicants who are considered final candidates for a safety sensitive position will be tested for the presence of illegal drugs as a part of the application process. Any applicant who refuses to be tested, fails to appear for testing, tampers with the test, fails to cooperate in testing, or fails the test will be ineligible for hire for one year. Before reapplying for a safety sensitive position, the applicant must show proof of participation with a substance abuse program and a negative drug test.

In the case of promotion to a safety sensitive position, prior to the first time an employee performs a safety-sensitive function they shall undergo urine drug and breath alcohol testing. Receipt of negative test results is required for promotion and failure of a test will result in possible disciplinary action and required participation in a rehabilitation program through EAP.

Reasonable Suspicion Testing

Employees will be subject to testing when there are reasons to believe that the employee is under the influence of drugs or alcohol. A reasonable suspicion referral for testing must be based on two trained supervisors' specific, contemporaneous, clearly explained observations concerning the appearance, behavior, speech or body odors of the employee. A written record of the observations leading to a test shall be made and signed by the supervisors who made the observations.

When supervisors have reasonable suspicion, based on past training, that an employee is under the influence of drugs or alcohol, they shall immediately stop the employee's performance of the job functions and inform the employee of the suspicion. They will arrange transportation for the employee to the testing site. The employee will be tested for both drugs and alcohol. After the testing is completed, the employee shall be transported to their place of residence. The employee shall be on administrative leave with pay until the test results are reported. If the results of the testing are positive, the employee may receive disciplinary action and be required to participate in a rehabilitation program through EAP.

Post-Accident Testing

A post-accident drug and alcohol test shall be performed if the accident occurs while the employee was performing safety-sensitive functions and the accident meets certain criteria:

Type of Accident Involved	Citation Issued to the Safety Sensitive Driver	Test Must be Performed by Employer
Human Fatality	Yes	Yes
	No	Yes
Bodily injury with immediate medical treatment away from the scene.	Yes	Yes
	No	No
Disabling damage to any motor vehicle requiring tow away.	Yes	Yes
	No	No

- (1) The accident involved a fatality.
- (2) The employee received a citation under state or local law for a moving traffic violation arising from the accident and the accident results in an injury treated away from the scene, or the accident results in a vehicle being towed from the scene.

If testing is required, it is the responsibility of the supervisor to arrange for testing as soon as possible, i.e., within 2 hours but not to exceed 8 hours for alcohol testing and 32 hours for drug testing. If an alcohol test is not done within 2 hours, the supervisor must document why the test was not done. If the alcohol test is not done within 8 hours, the supervisor shall cease attempts to test and document again why testing was not done. If drug testing is not done within 32 hours, attempts to test must cease and documentation be prepared as to why drug testing was not done.

A safety-sensitive employee involved in an accident requiring testing must refrain from alcohol use for 8 hours following the accident or until taking the test. Any employee who leaves the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test.

Random Testing for Safety Sensitive Positions

Random alcohol testing shall be conducted at a minimum annual rate of 10% of the average number of safety-sensitive positions.

Random drug testing shall be administered at a minimum annual rate of 50% of the average number of safety-sensitive positions.

Testing will be unannounced and testing dates will be spread reasonably throughout the calendar year. A computer-based random number generator matched to employees' position numbers will be used for selection. This process shall provide that each employee has an equal chance of being tested each time selections are made.

Human Resources will notify departments of selected employees to be tested. Departments are responsible for seeing that employees are immediately relieved of any safety sensitive functions and immediately sent or taken to the test site. If a selected employee is on leave, the testing will be postponed until the employee returns.

Return to Duty Testing/Follow-up Testing

Before an employee can return to duty performing job functions after engaging in any conduct prohibited by this PPM, the employee shall be tested for drugs and alcohol and cannot return to work until testing negative. Employees who have tested positive are subject to additional follow-up testing.

Consequences of a Positive Test Result

Reporting Results: A Medical Review Officer (MRO) is a licensed physician who receives the laboratory results and reports them to the Human Resources Department. Before verifying and reporting a positive result, the MRO shall make a reasonable effort to contact the employee.

The employee can confidentially discuss the test results with the MRO and offer any information that could explain the test result, such as medicines which the employee is taking. Employees will have 72 hours from being contacted to request a test at another certified laboratory of the split sample specimen previously taken. All costs for split sample testing are paid by the employer. However, if the split sample also tests positive, the employee will be required to reimburse the County.

Referral to the Employee Assistance Program: Any employee who tests positive for drugs or alcohol will not be allowed to perform job functions. The employee will be referred to the Employee Assistance Program (EAP) for evaluation to determine what assistance, the employee needs in resolving problems associated with substance abuse. The employee cannot return to safety sensitive duties until testing negative within 30 days of first positive result.

Employees with a first-time verified positive drug or alcohol test result shall be given a one-time opportunity to participate in, at the employee's own expense or pursuant to coverage under a health insurance plan, an employee assistance program or an alcohol and drug rehabilitation program, which shall be monitored by the Employee Assistance Program. Employees will be allowed to take sick and vacation leave to participate in a prescribed program.

The employee shall be discharged if the employee either refuses to participate in the employee assistance program or the alcohol and drug rehabilitation program, having initiated the participation within 30 calendar days of the positive drug test, or fails to successfully complete such program as evidenced by withdrawal from the program before its completion, or a report from the program indicates unsatisfactory compliance, or tests positive on a verified test or random test at a later date; or is under the influence of drugs or alcohol at a later date.

Evaluation by EAP does not shield an employee from disciplinary action under the Merit Rules or guarantee employment or reinstatement. Employees will be subject to appropriate disciplinary action excluding termination provided there have been no additional violations of the merit rules. If an employee is allowed to return to duty, they must agree to a contract that includes a release to work statement from EAP, a negative test for drugs and/or alcohol, an agreement to unannounced frequent follow-up testing, a statement of expected work-related behaviors, and an agreement to follow specified after-care requirements. Any violation of the contract will be grounds for termination.

Records Retention

All records of alcohol and drug testing results, documentation of refusals to submit to testing, reasonable suspicion and post-accident testing shall be maintained by the Human Resources De-

partment. Records relating to treatment plans and training shall be maintained by the Risk Management Department. Records relating to agreements with collection site facilities, policy and procedures, and reports of statistical summaries of test results will be maintained by the Human Resources Department.

ROBERT WEISMAN
COUNTY ADMINISTRATOR

Supersession History:

1. CW-P-060, dated 4/1/95.
2. CW-P-060, dated 3/1/98.