

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date:	April 16, 2013	<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		

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with WTC Backgrounds & Drug Testing, Inc. (WTC), to provide professional medical consultation, specimen collection and laboratory and Medical Review Officer (MRO) services for Palm Tran's drug free workplace program for a period of two (2) years, with options to extend, in an amount not to exceed \$35,000.00 per year.

Summary: The contractor provides, on an as needed basis, specimen collection, alcohol breath testing, specimen analysis, and MRO services during normal business hours and on location collection and testing after normal hours when needed. The Contract is for two (2) years, May 1, 2013 thru April 30, 2015 with three (3) one-year options to renew. WTC Backgrounds & Drug Testing, Inc. is a Palm Beach County company. Countywide (DR)

Background and Justification: The purchase of these particular medical related services is exempt from Palm Beach County's Purchasing Ordinance. We have compared costs with those available under the State of Florida's Statewide Drug Contract, which does not provide fixed pricing or use their own personnel for after hours and on site collections (a significant need for Palm Tran due to our early morning, night and weekend operations) and, based on past experience, recommend contracting with WTC who has constantly demonstrated the requisite experience and capacity in performing these services.

Attachments:

1. Contract between Palm Beach County and WTC Backgrounds & Drug Testing, Inc.(3 copies)

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Recommended By: _____

Department Director

April 8, 2013
Date

Approved By: _____

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

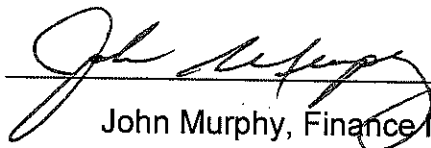
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	\$14,583	\$35,000	\$20,417		
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$14,583	\$35,000	\$20,417		
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-		

Is Item Included In Current Budget? Yes X No
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5003 Object 3101
 Program .

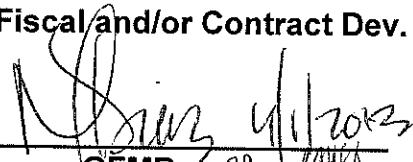
B. Recommended Sources of Funds/Summary of Fiscal Impact:

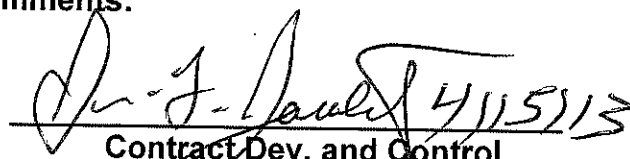
C. Departmental Fiscal Review:


 John Murphy, Finance Manager

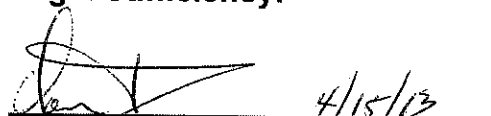
III. REVIEW COMMENTS

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


 OFMB 4/1/2013
4-1-13


 Contract Dev. and Control 4/1/5/13

B. Legal Sufficiency:


4/15/13
 Assistant County Attorney

CONTRACT FOR SERVICES

This Contract is made as of this _____ day of _____, 2013 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 1897 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 (employed by COUNTY and/or Palm Tran, Inc.), in accordance with and fully satisfies in all respects the requirements of 49 CFR Parts 40, and 655, and Palm Tran's Drug-Free Workplace Policy and Procedures. Random, pre-employment, return to duty, 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 further described in the Scope of Services attached hereto as Exhibit "A" which is incorporated into and made a part of this Contract. 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, and participate in administrative or legal proceedings as required by Palm Tran.
- B. The COUNTY's representative/liaison during the performance of this Contract shall be Palm Tran's Executive Director, whose telephone number is (561) 841-4200
- C. The CONTRACTOR's representative/liaison during the performance of this Contract shall be Lisa C. King, President, whose telephone number is (561) 688-9991

ARTICLE 2 -SCHEDULE

- A. The CONTRACTOR shall commence services on May 1, 2013, and provide services for an initial term of two (2) years ending April 31, 2015. CONTRACTOR hereby grants to COUNTY the option to renew this Contract for up to three (3) additional one (1) year periods, at the same terms and conditions, subject to any agreed adjustments to prices for the 4th and 5th years [not to exceed 5% increase per year] and/or tests, 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 Thirty - Five Thousand Dollars (\$ 35,000.00) 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 are 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 may 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 with or without cause and for convenience of the

COUNTY upon five (5) days written notice to the CONTRACTOR. CONTRACTOR shall not be entitled to any anticipated lost profits on unperformed services, incidental or consequential or other economic damages, including but not limited to attorney fees and costs, a result of COUNTY's termination of the Contract for convenience. 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, except as otherwise directed by the COUNTY, in writing, 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 and SUBCONTRACTORS

- 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. Contractor agrees that the offices of its MRO shall be located in Palm Beach County, Florida, and readily accessible to Palm Tran's employees
- 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 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.
- E. Subcontracting is not authorized under this contract.

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 and Palm Tran, Inc. as an Additional Insureds 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 and Palm Tran, Inc. their Officers and 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

A. Contractor shall protect, defend, reimburse, save, indemnify and hold the County and Palm Tran, Inc. and their respective successors or assigns, directors, officers, employees, servants and agents, free and harmless at all times from and against any and all suits, actions, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of Contractor's performance of this Contract, and whether directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, omission, fault or negligence whether active or passive, of Contractor or anyone under its direction or control, or on its behalf. Contractor's hold harmless and indemnity obligations shall apply to the fullest extent permitted by law, but shall not apply to liability caused by the negligence or willful misconduct of the County or Palm Tran.

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. 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. No person or entity other than the County, Contractor or Palm Tran, Inc., shall have in rights or remedies against Palm Tran, Inc., or the County for a violation of any terms or conditions of this Contract. No third party rights or beneficiaries are created under this Contract.

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 and the Palm Beach County Code of Ethics. 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 will endeavor 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 may, 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 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. 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 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. 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.
- D. Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended; excluding those documents, records, reports and other materials that are confidential under State or Federal law.

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 or termination of this Contract. The COUNTY and Palm Tran, Inc., 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.

Palm Beach County has established the Office of Inspector General in palm Beach County Code Sections 2-421 thru 2-440, as may be amended from time to time. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees. And lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 20-241 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation, gender identity and expression.

ARTICLE 21 – COMPLIANCE WITH LAW, RULES AND REGULATIONS

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. Contractor shall also comply with all ordinances, laws, rules and regulations applicable to its performance of this Contract including but not limited to the regulations set forth in 49 C.F.R. Parts 40 and 655, as they may be amended or replaced, from time to time.

ARTICLE 22 - 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 its 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 23 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132 - 133, 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 24 - 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. .
- 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 25 - 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, and that they will perform to at least the minimum standards established including but not limited to any requirements set forth in 49 C.F.R. Parts 40 and 655, 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 26 - 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 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 review all records and 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 the Contract's 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; and
 2. Exercise any other remedies available to the COUNTY under this Contract or by law, including termination of the contract for default.

ARTICLE 27- INDEFINITE QUANTITY

- A. This is a requirements contract for the services specified in Exhibit A, 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 the actual orders may be significantly less or greater than the estimates. Services will be ordered only by the issuance of specific authorizations by the designated Palm Tran representative and are not purchased upon execution of this Contract. Except as this Contract may otherwise expressly 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 order.
- C. Except as this contract may otherwise provide Palm Tran will order from the Contractor all the services needed by Palm Tran; provided, however, that nothing contained herein shall prevent the County from entering into other contracts or from ordering services from any other provider, for quantities in excess of those described in Exhibit "B" or, if the County determines in its sole discretion that the needs of its public transit system may be better met by another third party.
- D. In addition to the estimated requirements of the COUNTY for Palm Tran employees, the COUNTY has a contract with a third party (currently Metro Mobility Management Group) (hereinafter sometimes referred to as the "Operator") to provide "CONNECTION" transportation disadvantaged services to COUNTY residents. Operator's employees and the employees of its subcontractors are subject to and required to meet the same testing criteria and the COUNTY Palm Tran employees. The coordination and administration of the Operator's testing is overseen by Palm Tran's Drug and Alcohol Coordinator.

The Contractor agrees that it will provide the same services to the Operator and its subcontractors, at the same prices as set forth in this Contract, under a separate agreement between the CONTRACTOR and the Operator. The COUNTY does not assume any responsibility or liability for the Operator or its subcontractor's obligations or activities.

ARTICLE 28 - 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 29 - CERTIFICATIONS, LICENSES AND PERMITS: It is 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 may terminate this Contract for default of contract.

ARTICLE 30 – CRIMINAL HISTORY RECORDS CHECK

If CONTRACTORS employees or subcontractors are required under this contract to enter a "critical facility", as identified in Resolution R-2033-1274, the CONTRACTOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The Contractor 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 all applicable FDLE/FBI fees required for criminal history records checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

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 representative shall be mailed to:

As to the COUNTY:
Palm Tran, Inc.

Attn: Executive Director
3201 Electronics Way
West Palm Beach, Florida 33407

And if sent to the Contractor's representative shall be mailed to:

WTC Backgrounds & Drug Testing, Inc
Attn: Lisa C. King, President
1897 Palm Beach lakes Blvd. # 222
West Palm Beach, FI 33409

Either party may change its address upon written notification of the change to the other party

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

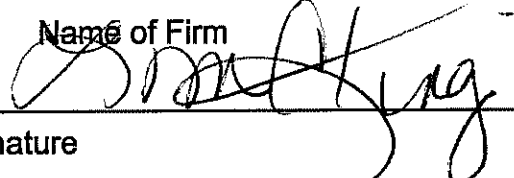
By: _____
Deputy Clerk

By: _____
Mayor

WITNESSES:

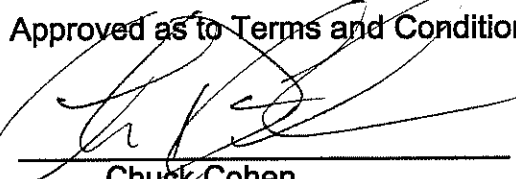
WTC Backgrounds and Drug Testing, Inc.

By: 
Signature
L. Scott Sims
Print or Type Name

Name of Firm
By: 
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,
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; (6) provide a Medical Review Officer (MRO) who shall possess the requisite qualifications and shall satisfy the "qualification" requirements of 49 C.F.R. Part 40; who shall perform the services of an MRO as described in 49 C.F.R. Part 40; and who shall assist with the preparation of and participate in any administrative, legal or equitable proceeding; related in any manner whatsoever, to the services provided under this Contract; and (7) 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 and shall be provided in such a manner so as to ensure the County's and Palm Tran's compliance with such rules and regulations.

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, in all respects, 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 and performing the responsibilities of an MRO under 49 C.F.R. Part 40. 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. The Contractor's relationship with the MRO shall not create a conflict of interest or the appearance of a conflict of interest as described under 49 C.F.R. section 40.125

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 shall be available on a 24-hour basis..

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 and conformation cutoff levels shall be used to determine whether they are negative for these five drugs or classes of drugs (cutoff levels are represented in ng/ml):

Clinical Panels (ng/ml)			Forensic/Workplace Panels (ng/ml)		
Analyte	Screen	Conformation	Analyte	Screen	Conformation
Marijuana metabolites	50	5	* Marijuana metabolites	50	15
Cocaine metabolites	300		* Cocaine metabolites	300	150
Amphetamines	1000		*Amphetamines	1000	
Amphetamine		80	Amphetamine		500
Methamphetamine		80	Methamphetamine		500
Opiates	300		*Opiates	2000	
Codeine		120	Codeine		2000
Morphine		120	Morphine		2000
Phencyclidine (PCP)	20	3	* PCP	25	25

• DOT Federal Cut-Off Levels

These cut-off 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 Palm Tran employees will be subject to random drug testing each year. Tests are estimated as follows:

- Random Testing Approximately 180 tests per year
- Pre-employment Approximately 100 tests per year
- Reasonable Suspicion Approximately 5 tests per year
- Post accident Approximately 100 tests per year
- Return to Duty Approximately 2 tests per year
- Follow-up Approximately 23 tests per year
- Alcohol Tests Approximately 150 tests per year

8. 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.

9. 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.

10. Expert Witness Testimony

When required, the Contractor will provide professional consultation services and expert witness testimony for the County in any administrative and/or judicial proceedings for which such services are requested concerning any drug and alcohol test and the veracity of any analysis performed.

11. 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.

12. 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.

13. 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.

14. 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 Contractor-provided confidential 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.

15. 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.

16. 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.

17. 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.

18. 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

19. 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 any administrative or civil judicial proceedings.

20. 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.

21. 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

22. 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.

23. 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.

EXHIBIT "B"
SCHEDULE OF ITEMS AND PRICES

YR 1

Item	Description		Unit	Unit Price	
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	3,375. 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	* 25. ⁰⁰	625. ⁰⁰
8	Alcohol breath testing by mobile collection site after normal working hours and weekends	25	ea	* 25. ⁰⁰	625. ⁰⁰
9	Blind samples	5	ea	35. ⁰⁰	175. ⁰⁰
10	Expert witness testimony	10	hr	50. ⁰⁰	500. ⁰⁰
	Total estimated annual amount	480	XXX	XXX	18,200. ⁰⁰

* WHEN COLLECTED
WITH ITEM 5 OR 6

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: 1807 Palm Beach Lakes Blvd, Ste 222
West Palm Beach, FL 33409
 TELEPHONE NO: Tel (561) 688-0001 Fax (561) 688-0004
 SIGNATURE: [Signature]

EXHIBIT "B"
SCHEDULE OF ITEMS AND PRICES

YR 2

Item	Description		Unit	Unit Price	
1	Urine collection and testing during normal business hours	255	ea	37. ²⁵	9,498. ⁷⁵
2	Urine collection, by mobile collection site, and testing during normal business hours	5	ea	37. ²⁵	186. ²⁵
3	Alcohol breath testing during normal business hours	120	ea	27. ²⁵	3,270. ⁰⁰
4	Alcohol breath testing by mobile collection site during normal business hours	5	ea	27. ²⁵	136. ²⁵
5	Urine collection and testing after normal business hours and weekends	25	ea	137. ²⁵	3,431. ²⁵
6	Urine collection, by mobile collection site, and testing after normal business hours and weekends	5	ea	137. ²⁵	686. ²⁵
7	Alcohol breath testing after normal working hours and weekends	25	ea	* 27. ²⁵	681. ²⁵
8	Alcohol breath testing by mobile collection site after normal working hours and weekends	25	ea	* 27. ²⁵	681. ²⁵
9	Blind samples	5	ea	35. ⁰⁰	175. ⁰⁰
10	Expert witness testimony	10	hr	50. ⁰⁰	500. ⁰⁰
	Total estimated annual amount	480	XXX	XXX	19,246. ²⁵

* When collected with
ITEM 5 OR 6

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: 1897 Palm Beach Lakes Blvd. Ste 222
West Palm Beach, FL 33409
 TELEPHONE NO. TEL: (561) 688-9901 Fax: (561) 688-9901
 SIGNATURE: [Signature]

EXHIBIT "B"
SCHEDULE OF ITEMS AND PRICES

YR 3 (FIRST OPTION YEAR)

Item	Description		Unit	Unit Price	
1	Urine collection and testing during normal business hours	255	ea	37. ²⁵	9,498. ⁷⁵
2	Urine collection, by mobile collection site, and testing during normal business hours	5	ea	37. ²⁵	186. ²⁵
3	Alcohol breath testing during normal business hours	120	ea	27. ²⁵	3,270. ⁰⁰
4	Alcohol breath testing by mobile collection site during normal business hours	5	ea	27. ²⁵	136. ²⁵
5	Urine collection and testing after normal business hours and weekends	25	ea	137. ²⁵	3,431. ²⁵
6	Urine collection, by mobile collection site, and testing after normal business hours and weekends	5	ea	137. ²⁵	686. ²⁵
7	Alcohol breath testing after normal working hours and weekends	25	ea	27. ²⁵	681. ²⁵
8	Alcohol breath testing by mobile collection site after normal working hours and weekends	25	ea	27. ²⁵	681. ²⁵
9	Blind samples	5	ea	35. ⁰⁰	175. ⁰⁰
10	Expert witness testimony	10	hr	50. ⁰⁰	500. ⁰⁰
	Total estimated annual amount	480	XXX	XXX	19,246. ²⁵

* When collected with item 5 or 6.

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: 1897 Palm Beach Lakes Blvd, Ste 222

West Palm Beach, FL 33409

TELEPHONE NO. Tel (561) 988-9991 Fax (561) 988-9994

SIGNATURE: [Signature]

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. 49 CFR 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 require that other members of the MRO's staff serve as expert witnesses and the MRO shall make such staff available for Palm Tran/COUNTY purposes.

24. 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.

25. 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.

26. Application of 49 C.F.R. Parts 40 and 655

Contractor acknowledges and agrees that all services shall satisfy and be provided in conformity with the requirements of 49 C.F.R. Parts 40 and 655, as they may be amended or suspended from time to time. In the event of a conflict between the provisions of this Contract and the requirements of 49 C.F.R. Parts 40 and 655, as amended or suspended, the Contractor shall immediately notify the County of the apparent conflict and shall thereafter perform in accordance with the requirements of the regulations, as amended or suspended, unless the County shall disagree with the Contractor or its employees' interpretation and direct the Contractor to perform as required under this Contract.

HIPPA - BUSINESS ASSOCIATE AGREEMENT - PARATRANSIT SERVICES

A. As a business associate of the COUNTY, the CONTRACTOR, including its agents, servants, subcontractors and employees, shall carry out its obligations under its Contract with the COUNTY for provision of Paratransit Services in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and, in order to protect the privacy, confidentiality, integrity, and availability of all individually identifiable protected health information that is created, received, collected, processed, learned, maintained or transmitted on behalf of the COUNTY or as a result of the services provided under the Contract (hereinafter "PHI"), which shall include electronic protected health information (hereinafter "E PHI"). The definition of PHI and E-PHI as used herein shall be in accordance with definition of these terms in HIPAA and/or the regulations promulgated thereunder.

B. In conformity with HIPAA and the privacy regulations promulgated thereunder, the CONTRACTOR agrees that it and its agents, subcontractors, servants, and employees shall:

- a. Not use or further disclose PHI except as permitted under this Contract or required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Contract and shall not use or further disclose PHI in a manner that would violate HIPAA's requirements if done by the COUNTY;
- c. As soon as reasonably practical, report to the COUNTY any use or disclosure of PHI not provided for by this Contract of which the CONTRACTOR becomes aware, and mitigate, to the extent possible, any harmful effect of such use or disclosure of PHI;
- d. CONTRACTOR shall promptly inform the COUNTY of a Breach of Unsecured PHI following the first day on which CONTRACTOR knows of such Breach or following the first day on which CONTRACTOR should have known of such Breach. In addition, CONTRACTOR shall provide written notification to the COUNTY hereunder which notification shall:
 - a. Be made no later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;
 - b. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and
- e. Ensure that any business associates, agents or subcontractors to whom the CONTRACTOR provides PHI, or who have access to PHI, agree to the same restrictions, terms and conditions that apply to the CONTRACTOR with respect to such PHI;
- f. Make PHI available to the COUNTY and to individuals who have a right of

access to information under HIPAA;

g. Incorporate any amendments to PHI in accordance with HIPAA when notified to do so by the COUNTY;

h. Provide an accounting of all uses or disclosures of PHI made by the CONTRACTOR, in accordance with HIPAA, within sixty (60) days;

i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the CONTRACTOR's and the COUNTY's compliance with HIPAA. The CONTRACTOR shall immediately notify the COUNTY upon receipt or notice of any request by the Secretary of the Department of Health and Human Services to conduct an investigation with respect to PHI relating to services under this Contract; and

j. At the termination or expiration of this Contract, the CONTRACTOR shall return to the COUNTY all PHI received from, or created or received by the CONTRACTOR on behalf of, the COUNTY that the CONTRACTOR still maintains in any form and shall not retain copies of such information. If such return is not feasible, the CONTRACTOR shall continue to protect such PHI in accordance with this Contract and HIPAA, and must limit further uses and disclosures of such PHI to those purposes that made the return of such PHI not feasible.

C. The CONTRACTOR may, if necessary, use and disclose PHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR. However, in order to disclose PHI:

a. The disclosure must be required by law; or

b. (i). The CONTRACTOR must obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
(ii). The person must notify the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

D. In conformity with HIPAA and the security regulations promulgated thereunder, the CONTRACTOR, including its agents, servants, subcontractors and employees, shall:

a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all E-PHI; and

b. Ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect such information; and

c. Report to COUNTY any security incident of which it becomes aware.

E. CONTRACTOR has implemented policies and procedures to ensure that its

receipt, maintenance, or transmission of "electronic protected health information" (as defined in 45 C.F.R. §160.103) ("ePHI") on behalf of the COUNTY complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart

CONTRACTOR agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 164.

CONTRACTOR agrees to report to the COUNTY any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. CONTRACTOR agrees to report the Security Incident to the COUNTY as soon as reasonably practicable, but not later than 10 business days from the date the

CONTRACTOR becomes aware of the incident.

THE COUNTY agrees and understands that it is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including CONTRACTOR.

F. CONTRACTOR agrees that, on behalf of the COUNTY, it will perform any transaction for which a standard has been developed under the Electronic Data Interchange (EDI) Rule that CONTRACTOR could reasonably be expected to perform in the ordinary course of its functions on behalf of the COUNTY. CONTRACTOR agrees that it will comply with all applicable EDI standards. The COUNTY further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

G. Notwithstanding any other provisions of this Contract, this Contract may be terminated by the COUNTY, in its sole discretion and without penalty to or recourse against the COUNTY, if it determines that the CONTRACTOR has violated a term or provision of this Contract pertaining to the CONTRACTOR=s HIPAA obligations, or if the CONTRACTOR engages in conduct which would, if committed by the COUNTY, result in a violation of HIPAA and/or the regulations promulgated thereunder by the COUNTY.

H. The COUNTY and its representatives shall be entitled to audit the CONTRACTOR from time to time to verify compliance with the terms of this Contract. The COUNTY shall be entitled and enabled to inspect the records and other information relevant to the CONTRACTOR=s compliance with the terms of this Contract during normal business hours and at the CONTRACTOR=s place of business.

I. The CONTRACTOR shall protect, defend, reimburse, indemnify, and hold the COUNTY, its agents, employees and elected officers, harmless from and against all claims, liability, expense, loss, cost, penalties, 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 as a result of any disclosure of PHI or E-PHI due to the actions or inactions of the CONTRACTOR and/or any of its agents, servants, subcontractors and employees.

The parties agree to take any action necessary to amend this Contract from time to time so that the COUNTY is in compliance with the Privacy Rule, the Security Rule, the HITECH Act and HIPAA in general. The parties may agree to amend this Contract from time to time in any other respect that they deem appropriate. This Contract shall not be amended except by written instrument executed by the parties

AGREED TO AND ACCEPTED
BY CONTRACTOR:

Date: 3/15 2013

WTC Backgrounds & Drug
(Name of contractor) Quang, Inc

[Signature]
(Signature of officer)

Wisa C King
(Typed Name)

President
(Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2013


THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moody Insurance Group 1939 Tyler Street Hollywood, FL 33020	CONTACT NAME: Tom Dent	FAX (A/C No.): (954)475-9821	
	PHONE (A/C No. Ext.): (954)266-7700	E-MAIL ADDRESS: TDent@MIGFL.com	
INSURED WTC Backgrounds Inc 1897 Palm Beach Lakes Blvd Suite 222 West Palm Beach, FL 33409	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Northfield Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES		CERTIFICATE NUMBER: 00006949-10970		REVISION NUMBER: 3		
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y Y	WS171858	01/16/2013	01/16/2014	EACH OCCURRENCE \$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ Excluded
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 1,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COM/OP AGG \$ 500,000
	ANY AUTO					Errors & Omissions \$ Included
	ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS					BODILY INJURY (Per person) \$
	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					WC STATUTORY LIMITS
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida and Palm Tran Inc, their Officers and Employees and Agents are named as additional Insureds with respects to General Liability for all work performed by the Named Insured under written contract. General Liability policy includes a minimum ten (10) day notification due to cancellation or non-renewal of coverage.

CERTIFICATE HOLDER Palm Beach County and Palm Tran 3201 Electronics Way West Palm Beach, FL 33407	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (TAD)
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