

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – July 30, 2020

PROCUREMENT SOLICITATION

RFP 20-745-P-NC: Drug and Alcohol Testing Services

<input type="checkbox"/> (ITB) Invitation To Bid	<input type="checkbox"/> (ITN) Invitation To Negotiate	<input type="checkbox"/> (PB) Piggyback
<input checked="" type="checkbox"/> (RFP) Request For Proposal	<input type="checkbox"/> (RFQ) Request For Qualifications	<input type="checkbox"/> (SC) State Contract
<input type="checkbox"/> (SS) Sole Source		

REQUESTOR: Labor Relations

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: **Standard Agreement**

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
WorkforceQA, LLC	Variable	Drug and Alcohol Testing Services
Total	Variable	

<input type="checkbox"/> Contract Renewal	New Contract Amount	Variable
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	Variable
<input checked="" type="checkbox"/> New Contract	Variance	Variable

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

With the expiration of the current piggyback agreement with Advent Health, it was necessary to go through the RFP process to seek a vendor for the district drug and alcohol testing services. Three respondents submitted proposals and through the committee evaluation process, the services are being recommended for award to Workforce QA, LLC.

The standard agreement template has been used, which does not require legal review.

CONTRACT TERM:

The initial contract term shall commence August 1, 2020 and continue until July 31, 2023 with the option of a one (1) two (2) year optional renewal.

RECOMMENDATION:

It is the recommendation of Dr. Beth Thedy, Deputy Superintendent/Chief Human Resources Officer and Dr. Karyle Green, Director of Professional Standards & Labor Relations to approve the attached agreement with WorkforceQA, LLC to be utilized on an as needed basis.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (10)



AGREEMENT
By and Between
The School Board of Brevard County, Florida
and
WorkforceQA, LLC

This Agreement ("Agreement") is made by and between The School Board of Brevard County, Florida, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as "BPS") and WorkforceQA, LLC whose business address is 1430 S. Main Street Salt Lake City, UT 84116, (hereinafter referred to as "Contractor"), each individual referred to as a "Party" and, collectively, the "Parties."

WITNESSETH:

WHEREAS, BPS desires to secure a contractual relationship for the purpose of drug & alcohol testing services for Brevard County Public Schools, as outlined in Exhibit "A," Scope of Services ("Services"), and

WHEREAS, these Services have been competitively solicited pursuant to RFP 20-745-P-NC: Drug & Alcohol Testing Services, which has been assigned to the tracking number indicated above by BPS for tracking purposes.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

1. **RECITALS.** The above Recitals are true and correct and are incorporated herein.
2. **DEFINITIONS.** The following definitions of terms associated with this Agreement are provided to establish a common understanding between both Parties to this Agreement, as to the intended application, interpretation, and usage of terms in connection with this Agreement.
 - 2.1. **"AGREEMENT"** refers to the executed Agreement by and between BPS and Contractor.
 - 2.2. **"AMENDMENT"** means a written document authorized by the parties to this Agreement which, when executed by both parties, sets forth any changes to that certain scope of services ("Services"), attached hereto as Exhibit "A" and incorporated herein by reference, that contemplates a change in the Services, work, and materials to be provided and performed by Contractor pursuant to this Agreement, sets forth the basis of compensation due to Contractor of, and sets forth the time period and/or schedule for performance and completion thereof.
 - 2.3. **"BPS"** shall mean The School Board of Brevard County, Florida and may be used interchangeably with Brevard Public Schools.
 - 2.4. **"CONFIDENTIALITY"** For purposes hereof, "Confidential Information" shall mean any non-public information of the other party that is designated as confidential, or that the receiving party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential Information shall not include any information which: (a) a party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the other party; (b) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a party; (c) a party has developed independently without reference to any Confidential Information of the other party; (d) a party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (e) is subject to the Florida Public Records Law, Chapter 119, F.S., or any other information required to be disclosed by a valid court order or agency of government.
 - 2.5. **"CONTRACTOR"** means WorkforceQA, LLC, a Party hereto, who is authorized to conduct business in the State of Florida, offering Services hereunder, which has executed this Agreement, and which shall

be legally obligated, responsible, and liable for providing and performing any and all of the Services, work, and materials, including services and/or work of any approved sub-contractors, required under the covenants, terms, and provisions contained in this Agreement and any and all Amendments thereto.

- 2.6. "FUNDS" shall mean payment made by BPS to Contractor hereunder.
- 2.7. "PARTIES" shall mean the parties entering into this Agreement, BPS and Contractor, respectively; individually, a "Party."
- 2.8. "SERVICES" shall mean the services as set forth and required, pursuant to the Agreement and described in further detail in Exhibit "A," attached hereto and incorporated herein by reference.

3. **AMENDMENTS AND MODIFICATIONS.** No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the Parties.

4. **TERM AND TERMINATION.**

August 1, 2020 - July 31, 2023 *Thru 7/31/23*

- 4.1. The term of this Agreement will cover the period beginning ~~July 15, 2020~~ through ~~July 14, 2023~~ and may be renewed at the end of the term up to one (1) additional two (2) year renewal period. The Agreement term recommendation will be that which is determined to be in the best interest of the School Board. The renewal option shall be exercised at the same or substantial similar terms by mutual written agreement of the Parties.
- 4.2. Contractor shall give BPS written notice of any substantial failure to perform under this Agreement through no fault of Contractor. If BPS fails to correct or diligently pursue cure of such failure within ten (10) business days of receipt of notice, this Agreement may be terminated by Contractor, at its option, upon thirty (30) calendar days' prior written notice to BPS.
- 4.3. This Agreement may be terminated by BPS with or without cause upon thirty (30) days' written notice sent by certified mail to Contractor. In the event of a material breach by Contractor hereunder through no fault of BPS, BPS may, at its option, terminate this Agreement immediately.

5. **PAYMENT.**

- 5.1. BPS agrees to provide funds for the Agreement as outlined in Exhibit "B," Fee Schedule, which is attached hereto and incorporated herein. In accordance with the Local Government Prompt Payment Act, payments shall be made within forty-five (45) days after BPS's receipt of invoice. BPS shall pay these fees to Contractor for services rendered as outlined in Exhibit "B" which includes all direct charges, indirect charges, and reimbursable expenses, if any. **BPS shall incur no obligation for payment until issuance of a purchase order to Contractor.**
- 5.2. Expenses shall only be incurred as authorized by BPS and as provided for in Section 112.061, F.S.
- 5.3. If the Services are divided into phases, completion of a phase is defined by an appropriate signoff by BPS's and Contractor's project manager that all activities of that phase have been satisfactorily completed according to the project schedule, as agreed upon by both parties attached Exhibit "A". Contractor and BPS will agree upon planned completion dates for each phase and work in good faith to meet the planned schedule. BPS reserves the right throughout each phase to conduct a quality assurance check to ensure accuracy, quality, and delivery of work.
- 5.4. Subject to Contractor's right to cure under Section 4 herein, should the Services not be completed as scheduled, Contractor and BPS will jointly plan a revised completion date for the Services. Failure on the part of Contractor to complete its work in an accurate and quality manner shall be considered a default of this Agreement.
- 5.5. **Final Notice.** The final invoice for payment shall be submitted to BPS no more than forty-five days (45) after the Agreement term ends or the Agreement is terminated. Any payment due under the terms of

this Agreement may be withheld until all reports due from Contractor, and necessary adjustments thereto, have been approved by BPS.

6. **AVAILABILITY OF FUNDS.** The obligations of BPS under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and BPS.
7. **TRUTH-IN-NEGOTIATION CERTIFICATE.** If applicable to the Services contained herein, signature of this Agreement by Contractor shall be deemed an acknowledgement and certification by Contractor that the wage rates and costs used to determine the funds provided for in this Agreement are accurate, complete, and current as of the date of this Agreement. The said rates and costs shall be adjusted to exclude any significant sums should BPS determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to Contractor. BPS shall exercise its rights under this provision within one (1) year following final payment of the funds.
8. **PERSONNEL.**
 - 8.1. All of the Services herein shall be performed by Contractor or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable state and local law to perform such Services.
 - 8.2. **Jessica Lunsford Act (Background Check).**
 - 8.2.1. Contractor shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S.
 - 8.2.2. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with BPS policy, all of Contractor's personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and BPS. This background screening will be conducted by BPS in advance of the Contractor or its personnel providing any Services under the conditions described in the previous sentence.
 - 8.2.3. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel.
 - 8.2.4. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling BPS to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting from Contractor's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.
 - 8.3. **Key Personnel.** Contractor shall notify BPS as soon as possible, but no later than five (5) working days, after any changes in address or key personnel positions of Contractor. Changes in key personnel may include resignations, approved leaves of absence of six (6) weeks or more, or terminations. Such notification shall be in writing and shall include information related to replacement staff assigned. Contractor agrees to work closely with BPS to ensure that the work and cooperation between the Parties is efficient and mutually productive to both Parties.
 - 8.4. **Background Screening.** To the extent applicable to the Services hereunder, Contractor and all Contractor staff under this Agreement shall meet and comply with all federal, state, county, and city laws, ordinances, rules, and regulations that relate to the background screening process of those applying for work with children, seniors, or the disabled, including those contained in Chapter 408 (Health Care Administration) and Chapter 435 (Employment Screening).

- 8.5. **Conduct while on BPS Property.** Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any BPS facility and shall, at all times, conduct themselves in a manner consistent with BPS policies and within the discretion of the premises administrator or designee. It is a breach of this Agreement for any agent or employee of Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of BPS. Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

9. FEDERAL AND STATE TAX.

- 9.1. BPS is exempt from federal and state taxes for tangible personal property. Contractor shall not be exempted from paying applicable sales tax to the State of Florida and/or the federal government, as the case may be, for the purchase of materials to fulfill contractual obligations with BPS, nor shall Contractor be authorized to use BPS's tax exemption number in securing such materials.
- 9.2. In the event Contractor is also exempt from federal and state taxes for tangible personal property, it shall promptly submit to BPS an appropriate exemption certificate. BPS will sign an exemption certificate submitted to it by Contractor.
- 9.3. Contractor shall be responsible for payment of its own FICA and social security benefits with respect to this Agreement.

10. DOCUMENTATION AND REPORTING.

- 10.1. In the performance of this Agreement, Contractor shall maintain books, records, and accounts of all activities in compliance with standard accounting procedures.
- 10.2. **Documentation.** Documentation in connection with the description of the Services as set forth in Exhibit "A" attached hereto shall be provided upon request.
- 10.3. **Reporting.** Contractor shall provide report containing requested data in the requested format in a timely manner as defined by BPS.

- 11. INSURANCE.** At its sole expense, Contractor will provide, before commencement of the Services, and submit to BPS along with this Agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 11.1.1 to 11.5.5 below. The following applies to the insurance requirements below for products or services from contractors when all products, services, or work performed, when totaled together, will result in BPS paying to Contractor \$25,000.00 or more during the fiscal year. The insurance requirements are as follows:

- 11.1. **Insurance listed in 11.1.1 below is required of all contractors.** "The School Board of Brevard County, Florida" shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the School Board reserves the right to terminate this Agreement.
- 11.2. **Insurance listed in 11.1.2 below.** All contractors whose work for BPS includes products or services, and the value of these products or services are in excess of \$25,000.00, are required to carry this insurance to the limit listed below.
- 11.3. **Insurance listed in 11.1.3 below.** Any contractor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe that BPS is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.
- 11.4. **Insurance as listed in 11.1.4 below.** All contractors that have one (1) or more employees or that subcontract any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of \$25,000.00 or more, no State of

Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy.

- 11.5. **Insurance as listed in 11.1.5 below.** All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies as described in numbers 11.1 to 11.5 above and as checked off in the box to the left of each section 11.1.1 to 11.1.5 below as specifically marked by representatives of the BPS Office of Procurement Services. All required insurance required must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to BPS thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to BPS.

- 11.1.1. **Commercial General Liability Insurance:**

Negligence including Bodily Injury and Property Damage	
Per Occurrence -	\$1,000,000
General Aggregate -	\$2,000,000

- 11.1.2. **Product Liability and/or Completed Operations Insurance:**

Negligence Including Bodily Injury and Property Damage -	\$1,000,000
Products – Completed Operations Aggregate -	\$2,000,000

- 11.1.3. **Automobile Liability:**

Negligence Including Bodily Injury and Property Damage:	
Per Claim -	\$ 500,000
Combined Single Limit (each accident) -	\$1,000,000

- 11.1.4. **Workers' Compensation/Employer's Liability:**

W.C. Limit Required* -	Statutory Limits
E.L. Each Accident -	\$ 100,000
E.L. Disease – Each Employee	\$ 100,000
E.L. Disease – Policy Limit	\$ 500,000

- 11.1.5. **Professional Liability Insurance (Errors and Omissions):**

<i>For services, goods, or projects that will exceed \$1,000,000 in value over a year.</i>	
Each Claim -	\$1,000,000
Annual Aggregate -	\$2,000,000
 <i>For services, goods, or projects that will not exceed \$1,000,000 in value over a year.</i>	
Each Claim -	\$ 250,000
Annual Aggregate -	\$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the Services in this Agreement.

- 11.6. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Brevard County, Florida. This shall also apply to any self-insurance maintained by The School Board of Brevard County, Florida.
- 11.7. Contractor shall notify BPS's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Contractor received from its insurer on above required insurance.
- 11.8. Contractor shall provide evidence of all insurance in the form of a Certificate of Insurance (Acord) and specify any deductible or retention applicable to above required insurance.

- 11.9. Contractor agrees that proof of insurance shall be provided prior to execution of this Agreement and that no Services shall begin until proof of insurance is received by BPS. Receipt of proof of insurance shall not be construed as an approval of Contractor's insurance or a release or waiver of Contractor's obligation to provide insurance required in this Agreement.
- 11.10. To the extent permitted by law, Contractor's insurance shall contain a waiver of rights to recover from BPS or its insurance.
- 11.11. Any required insurance that Contractor self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000.00) shall be pre-approved by BPS's Risk Management Department and referenced in an addendum to this Agreement.

12. TIME OF ESSENCE. Time is of the essence concerning the performance of all terms and conditions of this Agreement.

13. STANDARD OF CARE. In providing Services under this Agreement, Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by BPS, Contractor will correct those Services not meeting such a standard.

14. INDEMNIFICATION.

14.1. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless SCHOOL BOARD, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs, and attorneys' fees at the pre-trial, trial, and appellate levels, arising out of, resulting from, or incidental to CONTRACTOR's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of CONTRACTOR or other persons employed or utilized by CONTRACTOR in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification is in addition to and not in lieu of any other remedy available under this Agreement or otherwise. CONTRACTOR's available insurance under this Agreement, or otherwise, will not diminish or limit this indemnification obligation in any way. The remedy provided to the Indemnitees by this indemnification survives this Agreement. The provisions of this Section specifically survive the termination of this Agreement. The provisions of this Section are intended to require the CONTRACTOR to furnish the greatest amount of indemnification allowed under Florida law. If any indemnification requirement in this Agreement violates any law, the Parties agree the provision requires the greatest level of indemnification by the CONTRACTOR to the Indemnitees allowable under Florida law. CONTRACTOR acknowledges that indemnification by the SCHOOL BOARD may be unenforceable under Florida law and that the SCHOOL BOARD does not waive any legal defense based on the unenforceability of such indemnification position. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from BPS's sole gross negligence or intentional misconduct. The agreement to indemnify, as outlined in this section, includes an obligation for Contractor to indemnify BPS for liability for any negligence on the part of BPS until/unless both Contractor and BPS agree that BPS was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both Parties may be engaged to settle this dispute.

14.2. Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of, BPS's sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by BPS hereunder shall be subject to BPS's rights to sovereign immunity and any other limitations of liability provided BPS pursuant to Florida law.

15. SUCCESSORS AND ASSIGNS. BPS and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither BPS nor Contractor shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of BPS, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than BPS and Contractor.

16. GOVERNING LAW AND REMEDIES.

- 16.1. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the Agreement will have its venue in Brevard County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and 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.
- 16.2. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

17. CONFLICT OF INTEREST. 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 of Services required hereunder, as provided for in Section 112.311, F.S. Contractor further represents that no person having any interest shall be employed for said performance of services. Contractor shall promptly notify BPS in writing by certified mail of all potential conflicts of interest for any prospective business association, interest, or other circumstances that may influence or appear to influence Contractor's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances and the nature of work that Contractor may undertake. Contractor shall request an opinion by BPS as to whether the association, interest, or circumstance would, in the opinion of BPS, constitute a conflict of interest if entered into by Contractor. BPS agrees to notify Contractor of its opinion by certified mail within thirty (30) calendar days of receipt of notification by Contractor. If, in the opinion of BPS, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Contractor, BPS shall so state in its response, and Contractor may, at its option, enter into said association, interest, or circumstance and it shall be deemed not a conflict of interest with respect to the Services provided to BPS by Contractor under the terms of this Agreement. If BPS, in its sole discretion, determines that there is a conflict, Contractor shall not enter into or if already entered into, will immediately terminate such arrangement or Agreement with the subject business associate.

18. INDEPENDENT CONTRACTOR RELATIONSHIP.

- 18.1. Contractor is, and shall be, in the performance of all Services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of BPS. All persons engaged in any of the work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to Contractor's relationship and the relationship of its employees to BPS shall be that of an independent contractor and not as employees or agents of BPS. Contractor does not have the power or authority to bind BPS in any promise, agreement, or representation.
- 18.2. Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

19. ARREARS. Contractor shall not pledge BPS's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. CONFIDENTIAL INFORMATION AND DISCLOSURE OF DOCUMENTS.

- 20.1. Contractor shall deliver to BPS for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by Contractor for BPS under this Agreement.

- 20.2. All BPS written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by BPS at its expense will be kept as Confidential Information by Contractor and will not be disclosed to any other party, directly or indirectly, without BPS's prior written consent unless required by a lawful order of court. All drawings, maps, sketches, and other data developed or purchased under this Agreement or at BPS's expense shall be and remains BPS's property and may be reproduced and reused at the discretion of BPS. As requested, BPS shall comply with the provisions of Chapter 119, F.S.
- 20.3. The Party receiving Confidential Information will not at any time disclose to any person or entity (including, without limitation, any member of the media) or use for its own benefit or the benefit of anyone, Confidential Information of the other Party without the prior written consent of said Party. Neither Party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court, authorized agency of government, or in compliance with Chapter 119, F.S.

21. PUBLIC RECORDS.

- 21.1. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.**
- 21.2. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. Contractor acknowledges its legal obligation to comply with Section 119.0701, F.S. Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by BPS in order to perform the scope of services. Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to BPS, all public records in the possession of Contractor upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.
- 21.3. A request to inspect or copy public records relating to BPS's contract for services must be made directly to BPS's Custodian of Public Records. If BPS does not possess the requested records, BPS's Custodian of Public Records shall immediately notify Contractor of the request. Contractor must provide a copy of the records to BPS or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. If Contractor does not timely comply with BPS's request for records, BPS shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.
- 21.4. Should Contractor fail to provide the requested public records to BPS within a reasonable time, Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.
- 21.5. Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if Contractor does not transfer the records to BPS. Upon completion, expiration, or termination of this Agreement, Contractor shall transfer, at no cost to BPS, all public records in its possession or keep and maintain public records required by BPS to perform the services. If Contractor transfers all public records to BPS, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure

requirements. If Contractor keeps and maintains public records upon completion, expiration, or termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records and provide requested records to BPS pursuant to the requirements of this Article. All public records stored electronically must be provided to BPS in a format that is compatible with the information technology systems of BPS.

22. **CONTINGENT FEES.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement 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 Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
23. **ACCESS AND AUDITS.** Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least seven (7) years after completion of this Agreement. BPS or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts, and transcription during normal business hours, at BPS's cost, upon five (5) days' written notice.
24. **NON-DISCRIMINATION.** Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.
25. **SURVIVAL.** 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 Agreement and the consummation of the transactions contemplated hereby. The insurance and indemnity provisions set forth in the Agreement shall survive the termination of the Agreement.
26. **AUTHORITY.** 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.
27. **COMPLIANCE WITH LAWS.** Contractor agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations as well as applicable BPS policies and regulations, rules, and guidelines in connection with the Services to be provided hereunder, including, without limitation, BPS Policy 6460 Vendor Relations. BPS agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations in connection with the Services to be provided hereunder.
28. **SEVERABILITY.** If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
29. **NAMES; TRADEMARKS.** Contractor shall acquire no rights under the Agreement to, and shall not use, the name of The School Board of Brevard County, Florida or the name of "Brevard County Schools" or "BPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "BPS Marks") in any of Contractor's advertising, publicity, or promotion; to express or imply any endorsement by BPS or Brevard County Schools of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by BPS, except as expressly permitted herein. No advertisement, publication, or other use of BPS Marks shall be published or otherwise promulgated by Contractor without BPS's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.
30. **COPYRIGHTS.** Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee, or a Contractor purchases ownership with grant support. Furthermore, the Parties agree that BPS has the right to make copies through in-

house printer or other non-commercial means, of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within BPS for purposes related to BPS business, operations, the delivery of the educational program, or to comply with the requirements of law, rule, policy, or regulation.

31. PROTECTION AND HANDLING OF DATA.

- 31.1. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to BPS or an individual identified with the data or information in Contractor's custody.
- 31.2. **Compliance with Laws and BPS Policies and Procedures.** Contractor will not knowingly permit any Contractor's personnel to have access to any BPS facility or any records or data of BPS if the person has been convicted of a crime in connection with (1) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (2) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 31.3. **FERPA.** To the extent Services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold BPS harmless for any violation of this provision including, but not limited to, defending BPS and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon BPS, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon BPS arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement, and shall remain fully binding upon Contractor. A separate Non-Disclosure Agreement may be required.
- 31.4. **HIPAA, CIPA, and GLBA.** Contractor also agrees to comply with all applicable state and federal laws, regulations, and BPS policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).
- 31.5. **Data Security.** Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.). Likewise, BPS agrees to conform to the following measures to protect and secure data:
- 31.5.1. **Data Transmission.** Contractor agrees that any and all transmission or exchange of system application data with BPS and/or any other parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent.
- 31.5.2. **Data Storage and Backup.** Contractor agrees that any and all BPS data will be stored, processed, and maintained solely on designated servers and that no BPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated

backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by BPS with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by BPS for any general or specific case.

- 31.5.3. Contractor agrees to store all BPS backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.
- 31.5.4. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no BPS data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an BPS officer with designated data, security, or signature authority.
- 31.6. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall return all data to BPS in a useable electronic form, and erase, destroy, and render unreadable all BPS data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of BPS, whichever shall come first.
- 31.7. **Data Breach.** Contractor agrees to comply with the State of Florida Database Breach Notification process and all applicable laws, including, but not limited to, Section 501.171, F.S., that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify BPS immediately and assume responsibility for informing all such individuals in accordance with the applicable law and to indemnify, hold harmless, and defend BPS, its board members, employees, and representatives from and against any claims, damages, or other harm related to such Notification Event.
- 31.8. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities laws) to disclose any Protected Information, Contractor will provide BPS with prompt written notice so that BPS may seek an appropriate protective order or other remedy. If a remedy acceptable to BPS is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 31.9. **Remedies for Disclosure of Confidential Information.** Contractor and BPS acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage BPS in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give BPS the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants BPS the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
- 31.10. **Safekeeping and Security.** As part of the Services, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to Contractor's employees, agents, or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.

- 31.11. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor and BPS.
- 31.12. **Request for Additional Protection.** From time to time, BPS may reasonably request that Contractor protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. Contractor has the right to reasonably decline BPS's request.
32. **NON-EXCLUSIVE AGREEMENT.** The Parties understand and agree this Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.
33. **ENTIRETY OF AGREEMENT.** BPS and Contractor agree that this Agreement and any documents made a part thereof, sets forth the entire agreement between the Parties, that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto. In the event a conflict arises, the Parties shall discuss any such conflict and the priority of controlling documents shall be as follows: this Agreement, the solicitation, any addenda, and Contractor's response to the solicitation. Note that BPS reserves the exclusive right to rectify any conflicts in its sole discretion.
34. **CONFLICTS.** If there is a conflict between this Agreement and any Exhibits and/or Attachments attached, this Agreement governs.
35. **CONSTRUCTION OF AGREEMENT.** Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.
36. **OTHER CONDITIONS.**
- 36.1. **Legal Authority.** It is understood that those signing this Agreement have the legal authority to enter into binding Agreements.
- 36.2. **Terms and Conditions.** This Agreement contains all the terms and conditions agreed upon by the Parties. Items incorporated by reference are physically attached hereto. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the Parties hereto.
- 36.3. **License and Permits.** Contractor shall obtain and possess throughout the term of this Agreement all licenses and permits required for its operations under Federal, Florida, and local laws and shall comply with all fire, health, and other applicable regulatory codes.
- 36.4. **Location.** All Services shall be performed and located in appropriate settings that are convenient, safe, clean, and well-maintained.
- 36.5. **Access.** BPS agrees to provide full accessibility to property owned or leased by BPS for Contractor's employees to perform Services as agreed upon herein. For software support, BPS agrees to allow for secure, remote access to the system via internet-based tools such as WebEx or PCAnywhere or as outlined and agreed upon herein.
- 36.6. **Covenant Not-to-Hire.** Each Party agrees not to hire or attempt to hire employees of the other Party during the term and for a period of one (1) year after the term (including any renewal term) of this Agreement, without the express written consent of the other Party.
- 36.7. **Public Entity Crime.** Pursuant to Section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with BPS: when a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, it

may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted contractor list.

37. DEBARMENT. By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- 37.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- 37.2. Have not, within the preceding five (5) year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- 37.3. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph.
- 37.4. Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state, or local) terminated for cause or default.
- 37.5. Contractor agrees to notify BPS within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

38. NON-WAIVER. The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

39. FORCE MAJEURE. Except as otherwise provided herein, none of the Parties shall be obligated to perform, and no Party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion; (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute that results in a strike or work stoppage affecting the performance of this Agreement.

40. NOTICE. All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the parties at the contact information listed below:

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

Attention: Procurement and Distribution Services
2700 Judge Fran Jamieson Way
Viera, Florida 32940

WORKFORCEQA, LLC

Attention: Christopher Wadsworth
1430 S. Main Street
Salt Lake City, UT 84116

41. **COUNTERPARTS.** This Agreement may be executed in counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one (1) original document.
42. **E-Verify.** Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, BPS has made and executed this Agreement and Contractor has made and executed this Agreement on the day and year written below.

WORKFORCEQA, LLC

By: Michael Watts Date: 07/06/2020
Authorized Representative Signature

Print Name: Michael Watts

Title: Chief Operating Officer

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____ Date: _____
Misty Belford, Board Chairperson

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Procurement and Distribution Services Department.
New Contractors: Send all completed Forms to the Procurement and Distribution Services Department.

Contractor Contact Name: Christopher Wadsworth
Email Address: cwadsworth@wfqa.com
Phone Number: 801-503-3447

Exhibit "A"**SCOPE OF SERVICES**

WorkforceQA, LLC will provide drug & alcohol testing services on an as needed basis based on the pricing scheduled listed in Exhibit "B", FEES FOR SERVICE. In addition, trainings listed in Exhibit "C", "TRAININGS", will be available at the noted cost per course.

**Non-DOT & Forensic
DRUG AND ALCOHOL TESTING SERVICES
FLORIDA DRUG FREE WORKPLACE TESTING**

The Third-Party Administrator (TPA) shall provide, at the request of the District, a testing program for employees who are NOT subject to FMCSA testing regulations. The "Non-DOT" testing program shall be established in accordance with Chapter 112.0455, Florida Statutes, the "Drug-Free Workplace Act"; and the provisions of the Agency for Health Care Administration (AHCA) Rule 59A-24, Florida Administrative Code (F.A.C.) and shall include collection services, laboratory analysis, medical review officer services, data management, record retention, reporting and other professional and administrative services, as required. On-site collections at the District's facilities will be required as needed. The TPA shall coordinate with the District for specific arrangements for collection times and other logistics. The TPA will generate and prepare a monthly billing invoice (including Non-DOT, Forensic, DOT & all testing types) which will be provided to the DER the 1st day of each month (sent via secure email). The detailed invoice must include all of the identifiers noted on the donors Chain of Custody form, such as: donor name, chain of custody form number, test reason, account number, donor social security number or donor CDL#, date of collection, charge amount, etc.

Types of Testing:

The test types of the Non-DOT Drug, Alcohol and Hair testing program shall include: job applicant (a.k.a. pre-employment), post accident, reasonable suspicion, random, return to duty, and follow-up testing (all per Chapter 112.0455). Non-DOT drug, alcohol and hair testing services administered by the TPA for user agencies shall comply with Chapter 112.0455, Florida Statutes, the provisions of Agency for Health Care Administration (AHCA) Rule 59A-24, Florida Administrative Code (F.A.C.), and any subsequent amendments.

Collection Services:

The TPA shall establish collection sites for the District to conduct Non-DOT urine drug, blood alcohol and hair specimen testing. The TPA shall provide collection sites that offer services by trained collectors and blood alcohol technicians meeting all requirements of (AHCA) Rule 59A-24.005. Upon request of the District the TPA shall provide written verification that the collection site's facilities and collection personnel comply with the provisions of (AHCA) Rule 59A-24.005 and Chapter 112.0455 of the Florida Statutes. Collection sites shall be regularly engaged in the business of providing the required sample collection for drug, alcohol and hair testing. The facility designated for collection shall have a temperature controlled environment and provide an adequate waiting room for user agency employees. Collection sites shall be geographically located no more than twenty-five (25) miles from the primary location of the user agency. Multiple collection sites are needed. If authorized by the user agency, on-site collections at the user agency's facilities will be acceptable if the TPA negotiates use of the facilities. All collectors at each collection site and all BPS District facilities for the BAT shall immediately report and provide a copy of each positive result of alcohol tests to the designated District representative (DER) by telephone and by electronic (secure email & fax) means in a confidential manner in order to allow the District to prevent the covered employee from performing a safety sensitive function. Once the positive result copy has been confidentially emailed and/or faxed to the DER, the original must be mailed via USPS to the DER. The initial transmission shall be followed up by written results in a manner that is consistent with DOT and FMCSA Regulations, as amended and mailing the original positive to the DER. The TPA shall coordinate with the requesting user agency on specific arrangements for collection times and other logistics. Collection facilities shall provide service Monday through Saturday, six (6) days per week services, for a minimum of eight (8) consecutive hours per day. Adequate parking near the facility shall be provided. After hours must be available should an "after hours" collection be necessary. The TPA shall establish the capability to provide "after hours" collection services (during periods when facilities are unavailable, after the normal business hours and weekends and state of Florida designated holidays) for pre-employment, post-accident, random and reasonable suspicion testing. Under these

circumstances, the TPA will only charge the user agency any additional cost that is incurred by the TPA for the after-hours collection services. All other costs, including the laboratory analysis, MRO, recordkeeping, and other services, shall be the same pricing as that for normal hour collections. The TPA shall provide an "after hours" telephone number and contact information for after-hours collection services and a sufficient quantity of chain of custody forms and alcohol testing forms for after-hours testing. The TPA shall randomly monitor and inspect the collection sites to ensure compliance with all government regulations. If a test is cancelled or deemed invalid due to a fatal flaw or error on part of the collection site, the TPA shall examine the collection site's testing procedures and require the collection site to develop and implement procedures, training or other corrective actions, as necessary, to prevent a reoccurrence of the flaw or error. The TPA shall report to the District, as applicable in writing, the actions taken to ensure the collection site maintains conformance with urine specimen, alcohol and hair collection procedures and training requirements. The TPA shall establish and oversee next-day shipment (overnight) transportation of urine specimens to the appropriate testing laboratory(s). The District DER should be notified within 24 hours of any/all Collection Site changes, such as new site addresses, changes in hours of operation, changes in types of tests performed, etc.

Chain of Custody Form and Collection Procedures:

The TPA shall provide the District and all authorized Collection Sites paper Chain of Custody forms for all of the District's drug screening accounts. Electronic Chain of Custody forms will not be utilized from any Collection Sites for any type of collection. All positive alcohol results must immediately be sent securely (via phone call, email or fax) to the District's DER. All Temp Out of Range collections, Refusals, Collection Site issues and lack of collection supplies must be reported to the District DER (via phone call and email) immediately by the Collector and/or TPA. Positive alcohol results must immediately be sent securely (via phone call, email or fax) to the District's DER. Collector must coordinate immediate communication with the District. The TPA will provide certified collector's (male and female) to physically go to a Transportation Site to perform random testing (quarterly or as needed). Forms used at any Collection sites must offer services by trained collectors and blood **alcohol** technicians who meet the training requirements specified in the Agency for Health Care Administration (AHCA) Rule 59A-24.005, of the Florida Administrative Code (F.A.C.); and any subsequent amendments and who are knowledgeable in the Florida Statutes and AHCA collection procedures. Analysis of specimens (urine, blood and/or hair) shall be conducted by a laboratory meeting the requirements of the Agency for Health Care Administration (AHCA)'s Rule 59A-24.006, of the Florida Administrative Code (F.A.C.), and Florida Statute 112.0455 (12) (a). TPA must ensure that all required proficiency testing per Florida Statute 112.0455(5)(a) is conducted by the laboratory. TPA must provide written documentation of the laboratory's proficiency testing records, licenses and certifications upon request by the Department, DOE or a user agency. Prior to the transmission of laboratory test results to the District, both positive and negative test results shall be reviewed and verified by a medical review officer (MRO) qualified under subsection 59A-24.008(1), F.A.C. The laboratory results must be reviewed and verified by a qualified MRO using the review and verification procedures set forth in 59A-24.008, F.A.C. The MRO shall not consider the results of samples that are not obtained or processed in accordance with Chapter 112.0455, Florida Statutes, the "Drug-Free Workplace Act", and the provisions of the Agency for Health Care Administration (AHCA) Rule 59A-24, Florida Administrative Code (F.A.C.). The MRO must report/release the results of a verified positive or verified negative result to the user agency in accordance with Chapter 112.0455, Florida Statutes, the "Drug-Free Workplace Act"; and the provisions of the Agency for Health Care Administration (AHCA) Rule 59A-24.008, Florida Administrative Code (F.A.C.) For cases of reasonable suspicion testing for alcohol, testing shall begin immediately upon the donor arriving at the collection site or collector arriving at the District facility, unless an emergency condition exists, in which case the testing shall be conducted within 30 minutes of the donor's arrival time to the collection site.

Laboratory Services:

The TPA shall provide laboratory services for Non-DOT testing that are regulated by Florida Drug Free Workplace. The laboratory shall conduct testing and storage of specimens (primary and split specimens) according to Regulations, as amended. The laboratory shall have at least one qualified forensic toxicologist available, upon request, to provide litigation assistance, to include expert witness testimony and depositions. The TPA shall ensure that the laboratory maintains and will make available, at the request of the District, as applicable, all current records on laboratory personnel performing and overseeing the testing effort (files to include a resume, certifications and licenses, references, job descriptions, health records, performance evaluations, and incident reports). The TPA shall provide the District, upon request, a list of all authorized personnel (individuals requiring access to those areas used for receiving, testing and storage of urine

specimens, laboratory supervisors with the authority to sign for and take control of urine specimens and delivery personnel). The laboratory shall have in place equipment required to meet Regulations, as amended. The TPA shall ensure that the laboratory maintains pertinent documentation and records and transmits to the District an aggregate statistical summary on a quarterly basis for the appropriate period of time. The TPA shall make available, at the request of the District inspection reports. Detection limits shall be consistent with Florida Drug Free Workplace Regulations, as amended. Negative results for drug tests shall be reported to a Medical Review Officer within 24 hours; confirmed positive results shall be reported to a Medical Review Officer within 24 hours or receipt of the specimen. All test results, reports and other applicable correspondence shall be forwarded to the Medical Review Officer and user agency. The laboratory shall have a quality control program in accordance with Florida Drug Free Workplace, as amended. The laboratory shall make available, upon the request by the District's proof of credentials of laboratory directors and technicians in each laboratory. The date of certification and proof of certifications by SAMSHA/DHHS shall be provided upon request. The TPA shall ensure that the record keeping system the laboratory will utilize a fail-safe document backup system to prevent loss of documentation due to any circumstances. The TPA shall ensure the laboratory's establishment and implementation of a quality control program. The TPA shall provide information related to any suspension of the laboratory. The TPA shall ensure that there shall be no relationship between the laboratory and the MRO(s) that can be construed as a conflict of interest or potential for financial gain.

Medical Review Officer (MRO):

The TPA shall provide MRO services to the District in accordance with Florida Drug Free Workplace and Forensic, as amended. The MRO shall have the credentials and be qualified in accordance with Florida Drug Free Workplace and Forensic testing, as amended. Test results shall be provided to the District within twenty-four (24) hours of verification by the MRO. The TPA shall maintain proof of MRO qualifications, including medical degrees held, licenses, certifications or other qualification requirements. The TPA shall maintain documentation of the percentage of time the MRO maintains a medical practice apart from his/her responsibilities as a Medical Review Officer. The TPA shall maintain records of the location, hours of operation and emergency telephone number of the MRO(s) and provide to the District's DER upon implementation of contract. The TPA shall ensure that the MRO does not enter into any relationship with a laboratory that creates a conflict of interest or the appearance of a conflict of interest.

Data Management, Recordkeeping, Record Retention and Reporting:

All testing data, records and reports necessary to comply with Chapter 112.0455, Florida Statutes, the "Drug-Free Workplace Act"; and the provisions of the Agency for Health Care Administration (AHCA) Rule 59A-24.008, Florida Administrative Code (F.A.C.); shall be maintained and provided by the TPA to District. The District shall be provided electronic or web based access to drug, alcohol and hair testing data for the District. To provide security of reports, testing data and records, an electronic and paper backup system shall be maintained. The cost of the Non-DOT and Forensic drug, alcohol and hair testing (per unit) shall be stated separately in Section 5 (Proposal Price Sheet). All testing data, records and reports necessary to comply Florida Drug Free Workplace guidelines & regulations shall be maintained and provided by the TPA to the District, as applicable. The District shall be provided electronic or web based access to drug, alcohol and hair testing data. To provide security of reports, testing data and records, an electronic and paper backup system shall be maintained. The TPA shall maintain a recordkeeping/reporting process in compliance Florida Drug Free Workplace Regulations. The TPA shall provide the District a quarterly testing statistical summary report which will include all testing types, the actual number of all tests, year-to-date numbers of all testing performed. Summary should include all testing types (drug, alcohol and hair). The summary reports shall be in Microsoft Excel format and transmitted electronically, mailed or faxed to the District, to be received no later than the 15th of the month following the end of the quarter. The TPA shall maintain a document management system that will ensure the integrity of the collection site process, including fail-safe back-up procedures to prevent loss of documentation due to any circumstances.

Professional Services:

The TPA shall provide, at the request of the District, a qualified professional to answer questions and assist in resolving administrative or legal matters concerning implementation and oversight of Florida Drug Free Workplace and Forensic drug, alcohol and hair testing regulations. Upon request, the TPA shall provide expert testimony on collection or testing procedures in cases of litigation or arbitration. The TPA shall be available to assist in the event of a Drug, Alcohol and Hair Program Compliance Audit. The TPA, with

assistance from the District, may be responsible for gathering and providing any materials requested for an audit, and will assist with resolving any audit findings. The cost of professional services shall be included as a fully inclusive cost in the unit testing cost.

All Training and Technical Assistance:

The TPA shall provide training material packages to the District for Florida Drug Free Workplace, as amended. The training material shall cover drug and alcohol awareness, testing requirements, and initial and recurrent supervisory training for reasonable suspicion determinations. All training material shall be up to date for current drug and alcohol testing regulations, including any amendments. The cost of training material packages technical assistance services and any associated materials shall be included as a fully inclusive cost in the unit drug and alcohol testing costs. The TPA shall organize and conduct 1 (one) reasonable suspicion and annual substance abuse management training session located at the District office during each year of the term of this agreement (on a day selected in cooperation with BPS). Should additional training sessions be requested and needed by the District, these will be organized and conducted by the TPA at the facility requested by the District. The training sessions shall cover all drug and alcohol regulations; testing requirements, reasonable suspicion for principals, assistant principals, managers, supervisors, substance abuse awareness and changes to federal regulations. The annual training session described herein and conducted by the TPA will be included in the unit cost proposal. The TPA shall be available, or designate a representative who is available, to provide technical assistance to user agencies on matters relating to training, testing regulations, testing procedures, or other implementation or compliance requirements. A toll-free number and email address shall be maintained by the TPA 24 hours a day, 7 days a week for the District to use to contact the TPA to provide information and technical assistance regarding collection site services and testing issues. The TPA shall respond to all requests as soon as possible, but within 2 (two) hours from the time the request for assistance or information is made. The TPA's response shall be by telephone, email or fax.

DOT-FMCSA-OTETA DRUG AND ALCOHOL TESTING SERVICES

DOT/FMCSA Drug, Alcohol and Hair Testing Services shall include pre-employment, post-accident, quarterly random, reasonable suspicion, return to duty and follow-up testing (as required), medical review officer services, training, technical assistance, data management, records retention, reporting and other professional/administration services, as required. All drug, alcohol and hair testing services administered by the TPA shall comply with all applicable DOT, FMCSA and OTETA regulations, as amended. The TPA shall establish and administer a computerized random drug and alcohol testing selection program that meets the provisions of 49 CFR Part 382 and any subsequent revisions. TPA shall work with MRO. The TPA will provide certified collector's (male and female) to physically go to designate Transportation Sites to perform random testing (quarterly or as needed). Random selections shall be conducted on a quarterly basis. Selections (random lists and random replacements) shall be confidentially submitted securely to the District upon receipt. Random selections shall only be submitted to the District's DER designated to receive the selections. The TPA shall maintain proof of confirmation that the District received the random selection and random replacement lists. Alternate selections shall be provided to the DER with each random selection notification. The TPA shall provide the District, a random testing summary and statistical report quarterly. Must comply with all FMCSA Clearinghouse regulations (as amended), as well as, administering, maintaining and documenting.

Drug/Alcohol Collections:

The TPA shall establish sites for collection and analysis of drug, alcohol and hair testing samples. Collections shall meet the requirements specified in Federal Regulation 49 CFR Part 40, as amended. On-site collections at the District's facilities will be required as needed. The TPA shall coordinate with the District for specific arrangements for collection times and other logistics. The TPA shall provide collection sites that offer services by trained collectors and Breath Alcohol Technicians (BATs) meeting all DOT and FMCSA regulations, as amended. Upon request the TPA shall provide written verification that the collection site's facilities and collection personnel comply with the provisions of 49 CFR Part 40. Equipment for drug, alcohol and hair testing and confirmatory testing shall meet all DOT/FMCSA regulations and be included on the NHTSA CPL, as amended. The TPA shall be required to implement a quality assurance plan to ensure that testing equipment is inspected, calibrated and maintained in compliance with all Regulations, as amended. Alcohol detection limits shall be consistent with DOT and FMCSA Regulations, as amended. All collectors at each collection site and all BPS District facilities for the BAT shall immediately report and provide a copy of each positive result of alcohol tests to the designated District representative (DER) by telephone and by electronic

(secure email & fax) means in a confidential manner in order to allow the District to prevent the covered employee from performing a safety sensitive function. Once the positive result copy has been **confidentially** emailed and/or faxed to the DER, the original must be mailed via USPS to the DER. The initial transmission shall be followed up by written results in a manner that is consistent with DOT and FMCSA Regulations, as amended and mailing the original positive to the DER. Collection facilities shall provide service Monday through Saturday, six (6) days per week services, for a minimum of eight (8) consecutive hours per day. Adequate parking near the facility shall be provided. After hours must be available should an "after hours" collection be necessary. The TPA shall establish the capability to provide "after hours" collection services (during periods when facilities are unavailable, after the normal business hours and weekends and state of Florida designated holidays) for pre-employment, post-accident, random and reasonable suspicion testing. Under these circumstances, the TPA will only charge the user agency any additional cost that is incurred by the TPA for the after-hours collection services. All other costs, including the laboratory analysis, MRO, recordkeeping, and other services, shall be the same pricing as that for normal hour collections. The TPA shall provide 2 (two) or more "after hours" telephone number and contact information for "after hours" collection services and a sufficient quantity of chain of custody forms and alcohol testing forms for "after hours" testing. Collection sites shall be regularly engaged in the business of providing the required sample collection for drug, alcohol and hair testing. The facility designated for collection shall have a temperature controlled environment and provide an adequate waiting room for employees. District employees shall wait no more than 30 minutes for scheduled testing to begin. Exception: For cases of reasonable suspicion testing for alcohol, testing shall begin immediately upon the donor arriving at the collection site or collector arriving at the District facility, unless an emergency condition exists, in which case the testing shall be conducted within 30 minutes of the donor's arrival time to the collection site. The TPA shall be responsible for submitting "blind" or test urine specimens for meeting the blind urine specimen requirements of the program in accordance with 49 CFR Part 40, as amended. At the discretion of the District, an independent consultant contracted by the District, shall have the right to conduct on-site inspections of the collection facilities with no advance notice during normal working collection site hours. The TPA shall randomly monitor and inspect the collection sites to ensure compliance with DOT and FMCSA regulations. If a test is cancelled or deemed invalid due to a fatal flaw or error on part of the collection site, the TPA shall examine the collection site's testing procedures and require the collection site to develop and implement procedures, training or other corrective actions, as necessary, to prevent a recurrence of the flaw or error. The TPA shall report to BPS, as applicable in writing, the actions taken to ensure the collection site maintains conformance with DOT urine specimen, alcohol and hair collection procedures and training requirements provided in 49 CFR Part 40. The TPA shall establish and oversee next-day shipment (overnight) transportation of all specimens to the appropriate testing laboratory(s). The TPA shall maintain a document management system that will ensure the integrity of the collection site process, including fail-safe back-up procedures to prevent loss of documentation due to any circumstances. The District DER should be notified within 24 hours of any/all Collection Site changes, such as new site addresses, changes in hours of operation, changes in types of tests performed, etc.

Laboratory Services:

The TPA shall provide laboratory services for DOT testing that are certified by the Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP) as meeting minimum standards for Federal Workplace Drug Testing Programs. The laboratory shall conduct testing and storage of specimens (primary and split specimens) according to DOT and FMCSA Regulations, as amended. The laboratory shall have at least one qualified forensic toxicologist available, upon request, to provide litigation assistance, to include expert witness testimony and depositions. The TPA shall ensure that the laboratory maintains and will make available, at the request of the District, as applicable, all current records on laboratory personnel performing and overseeing the testing effort (files to include a resume, certifications and licenses, references, job descriptions, health records, performance evaluations, and incident reports). The TPA shall provide the District, upon request, a list of all authorized personnel (individuals requiring access to those areas used for receiving, testing and storage of urine specimens, laboratory supervisors with the authority to sign for and take control of urine specimens and delivery personnel). The laboratory shall have in place equipment required to meet DOT and FMCSA Regulations, as amended. The TPA shall ensure that the laboratory maintains pertinent documentation and records and transmits to the District an aggregate statistical summary on a semi-annual basis for the appropriate period of time to comply with DOT Regulations, as amended. The TPA shall make available, at the request of the District, SAMHSA inspection reports. Detection limits shall be consistent with DOT and FMCSA Regulations, as amended. Negative results for drug tests shall be reported to a Medical Review Officer within 24 hours; confirmed positive results shall

be reported to a Medical Review Officer within 24 hours or receipt of the specimen. All test results, reports and other applicable correspondence shall be forwarded to the Medical Review Officer and user agency according to DOT and FMCSA Regulations, as amended. The laboratory shall have a quality control program in accordance with DOT and FMCSA Regulations, as amended. The laboratory shall make available, upon the request by the District's proof of credentials of laboratory directors and technicians in each laboratory. The date of certification and proof of certifications by SAMSHA/DHHS shall be provided upon request. The TPA shall ensure that the record keeping system the laboratory will utilize a fail-safe document backup system to prevent loss of documentation due to any circumstances. The TPA shall ensure the laboratory's establishment and implementation of a quality control program. The TPA shall provide information related to any suspension of the laboratory. Pursuant to 49 CFR Part 40, the TPA shall ensure that there shall be no relationship between the laboratory and the MRO(s) that can be construed as a conflict of interest or potential for financial gain.

Medical Review Officer (MRO):

The TPA shall provide MRO services (including FMCSA Clearinghouse) to the District in accordance with 49 CFR Part 40, as amended. The MRO shall have the credentials and be qualified in accordance with the provisions of 49 CFR Part 40, as amended. Test results shall be provided to the District within twenty-four (24) hours of verification by the MRO. The TPA shall maintain proof of MRO qualifications, including medical degrees held, licenses, certifications or other qualification requirements required by 49 CFR Part 40, as amended. The TPA shall maintain documentation of the percentage of time the MRO maintains a medical practice apart from his/her responsibilities as a Medical Review Officer. The TPA shall maintain records of the location, hours of operation and emergency telephone number of the MRO(s) and provide to BPS DER upon implementation of contract. The TPA shall ensure that the MRO does not enter into any relationship with a laboratory that creates a conflict of interest or the appearance of a conflict of interest.

Data Management, Recordkeeping and Reporting:

All testing data, records and reports necessary to comply with DOT and FMCSA Regulations shall be maintained and provided by the TPA to the District, as applicable. The District shall be provided electronic or web based access to drug, alcohol and hair testing data. To provide security of reports, testing data and records, an electronic and paper backup system shall be maintained by the TPA. The TPA shall maintain a recordkeeping/reporting process in compliance with DOT and FMCSA Regulations. The summary reports shall be in Microsoft Excel format and transmitted electronically to the District, to be received no later than the 15th of the month following the end of the quarter. The TPA shall provide the District a quarterly testing statistical summary report which will include all testing types, the actual number of all tests, year-to-date numbers of all testing performed. Summary should include all testing types (drug, alcohol and hair). The TPA shall provide the District a random DOT testing statistical summary report that provides the following information:

- Number of random drug tests required for the District for the quarter.
- Number of random alcohol tests required for the District for the quarter.
- Actual number of random drug tests conducted during the quarter.
- Actual number of random breath alcohol tests conducted during the quarter.
- Year-to-date balance of random drug tests conducted by the District tabulated by testing period.

All Training and Technical Assistance:

The TPA shall offer training material packages to the District to satisfy the training requirements in FMCSA Regulation 49 CFR Part 382, as amended. The training material shall cover drug and alcohol awareness, testing requirements, and initial and recurrent supervisory training for reasonable suspicion determinations. All training material shall be up to date for current drug and alcohol testing regulations, including any amendments. The cost of training material packages (referred to in Exhibit C), technical assistance services and any associated materials shall be included as a fully inclusive cost in the unit drug and alcohol testing costs. The TPA shall organize and conduct 1 (one) reasonable suspicion and annual substance abuse management training session located at the District office during each year of the term of this agreement (on a day selected in cooperation with BPS). Should additional training sessions be requested and needed by the District, these will be organized and conducted by the TPA at the facility requested by the District. The online training courses will incur additional costs to the District. The TPA agrees to offering one in-person supervisor training course per year at no additional cost, but all other training courses will be billed as outlined in Exhibit C. The training sessions (including Directors, Supervisors, and Assistant Supervisors) shall cover DOT/FMCSA drug and alcohol regulations (49 CFR Parts 40 and 382), testing requirements, reasonable

suspicious, substance abuse awareness and changes to federal regulations. The annual training session described herein and conducted by the TPA will be included in the unit cost proposal. The TPA shall be available, or designate a representative who is available, to provide technical assistance to user agencies on matters relating to training, testing regulations, testing procedures, or other implementation or compliance requirements. A toll-free number and email address shall be maintained by the TPA 24 hours a day, 7 days a week for the District to use to contact the TPA to provide information and technical assistance regarding collection site services and testing issues. The TPA shall respond to all requests as soon as possible, but within 2 hours from the time the request for assistance or information is made. The TPA's response shall be by telephone, email or fax.

Professional Services:

The TPA shall provide, at the request of the District, a qualified professional to answer questions and assist in resolving administrative or legal matters concerning implementation and oversight of DOT/FMCSA drug, alcohol and hair testing regulations. Upon request, the TPA shall provide expert testimony on collection or testing procedures in cases of litigation or arbitration. The TPA shall be available to assist in the event that FMCSA conducts a DOT Drug and Alcohol Testing Program Compliance Audit. The TPA, with assistance from the District, may be responsible for gathering and providing any materials requested by FMCSA for an audit, and will assist with resolving any audit findings. The cost of professional services shall be included as a fully inclusive cost in the unit testing cost.

Chain of Custody Form and Collection Procedures:

The TPA shall provide the District and all authorized Collection Sites paper Chain of Custody forms for all of The District's drug screening accounts. Electronic Chain of Custody forms will not be utilized from any Collection Sites for any type of collection. All positive alcohol results must immediately be reported via a phone call and sent securely (via email or fax) to BPS DER and the original result mailed USPS. Collector must coordinate immediate communication with BPS DER. All Temp Out of Range collections, Refusals, Collection Site issues and lack of collection supplies must be reported to the District DER (via phone call and email) immediately by the Collector and/or TPA. Collection sites must offer services by trained collectors and blood alcohol technicians who meet the training requirements specified in the Agency for Health Care Administration (AHCA) Rule 59A-24.005, of the Florida Administrative Code (F.A.C.); and any subsequent amendments and who are knowledgeable in the Florida Statutes and AHCA collection procedures. Analysis of specimens (urine, blood and/or hair) shall be conducted by a laboratory meeting the requirements of the Agency for Health Care Administration (AHCA)'s Rule 59A-24.006, of the Florida Administrative Code (F.A.C.), and Florida Statute 112.0455 (12) (a). The TPA must ensure that all required proficiency testing per Florida Statute 112.0455(5)(a) is conducted by the laboratory. TPA must provide written documentation of the laboratory's proficiency testing records, licenses and certifications upon request by the Department, DOE or a user agency. Prior to the transmission of laboratory test results to the District, both positive and negative test results shall be reviewed and verified by a medical review officer (MRO) qualified under subsection 59A-24.008(1), F.A.C. The laboratory results must be reviewed and verified by a qualified MRO using the review and verification procedures set forth in 59A-24.008, F.A.C.

Exhibit “B”

FEEES FOR SERVICES

Type of Service	Est. Annual Quantity*	Unit Price	Total Price	Re-testing Fee	Notes:
Drug Testing Services					
DOT	350	\$34.00	\$11,900.00	\$200.00	Re-testing fee is for split-specimen testing
Non-DOT	2,500	\$34.00	\$85,000.00	\$200.00	Re-testing fee is for split-specimen testing
Forensic (Non-DOT)	20	\$36.00	\$720.00	\$200.00	Re-testing fee is for split-specimen testing
After hours conducted at BPS site or Collection Site	20	\$50.00	\$1,000.00	\$0.00	On-site fee of \$150 will apply per event
Breath Alcohol Testing Services					
DOT	125	\$39.00	\$4,875.00	\$0.00	
Non-DOT	20	\$39.00	\$780.00	\$0.00	
Forensic (Non-DOT)	20	\$39.00	\$780.00	\$0.00	
After hours conducted at BPS site or Collection Site	20	\$50.00	\$1,000.00	\$0.00	On-site fee of \$150 will apply per event
Hair Testing Services					
DOT, Non-DOT & Forensic (Non-DOT)	5	\$90.00	\$450.00	\$200.00	
After hours conducted at BPS site or Collection Site	5	\$120.00	\$600.00	\$0.00	On-site fee of \$150 will apply per event
* Annual quantities subject to change	Estimated Grand Total:		\$107,105.00		
Additional Notes:					

Exhibit “C”**TRAININGS**

Trainings available through this agreement are listed below at the costs discussed below.

Individual Course	Price
Medications and Safety Training for Managers	\$ 49.00
Medications and Safety Training for Employees	\$ 49.00
Reasonable Suspicion Training for Supervisors	\$ 49.00
DOT Reasonable Suspicion Training for Supervisors	\$ 49.00
DOT Drug Screen Collector Training	\$ 149.00
Drug and Alcohol Awareness for Employees	\$ 49.00
DOT Drug and Alcohol Awareness for Employees	\$ 49.00
FMCSA DER Training	\$ 149.00
FAA Reasonable Suspicion Training for Supervisors	\$ 49.00
FAA Employee Drug and Alcohol Awareness	\$ 49.00
FTA Reasonable Suspicion Training for Supervisors	\$ 49.00
FTA Employee Drug and Alcohol Awareness	\$ 49.00
PHMSA Reasonable Suspicion Training for Supervisors	\$ 49.00
PHMSA Employee Drug and Alcohol Awareness	\$ 49.00
Drug-Free Workplace Training for Supervisors	\$ 49.00
Drug-Free Workplace Training for Employees	\$ 49.00
Drug-Free Workplace Annual Supervisor Refresher Training	\$ 49.00
Hazard Communications	\$ 49.00
Harassment Awareness Training	\$ 49.00
Defensive Driving and Safety	\$ 49.00

Professional Subscription plan**\$3,978 per year.**

This allows for up to 500 users per year access to the entire course library (excluding Collector and DER training courses). Up to 500 people per year can be enrolled and take as many different courses as needed. It also allows an admin to enroll people in selected courses, send them an email with login information to take the course, and track their completion.

License the courses in the Brevard County Learning Management System (if applicable)

With this option, you pay for each course that the BPS would like to license per year. This would allow BPS to brand the course with our logo, color scheme so it appears to an employee they are taking a Brevard County training course.

First Course: \$2,600.00 per year.

Second Course: \$1,900.00 per year.

Each Course after the second course: \$1,600.00 per year.