



# MANATEE COUNTY FLORIDA

May 15, 2012

TO: All Proposers

SUBJECT:

Request For Proposal (RFP) #12-1150FL  
Substance Abuse Testing Services

## ADDENDUM #1

The following items are issued to add to, modify and clarify the Request For Proposal document. Proposals are to be submitted on the specified time and date due, in conformance with the additions and revision listed herein.

### Questions and Responses:

1. Could you provide me with specific zips and/or towns where your FMCSA/FTA county employees operate, so that I may provide the most convenient collection sites for your needs?

See Attachment A.

2. What is your annual volume for ALL testing (DOT, NON-DOT, pre-employ, random, post acc, etc)?

800

3. Section B.03, paragraph J, asks for costs for Blood Alcohol collection & analysis. Knowing that Blood Alcohol is currently not accepted as an approved testing method for Alcohol under DOT federal regulations, how critical is it to have a price for this service? (If it was utilized as an option for Non-DOT testing, we would still recommend something less invasive, such as a Breathalyzer (performed on a Non-DOT BAT form) or performing a test for urine alcohol.)

It has never been used before however, we would like the cost just in case.

Financial Management Department  
Mailing Address: P. O. Box 1000 Street Address: 1112 Manatee Avenue West, Ste. 803, Bradenton, FL 34206-1000  
WEB: [www.mymanatee.org](http://www.mymanatee.org) \* PHONE: 941.749.3014 \* FAX: 941.749.3034

4. How often would the mobile breath alcohol technician be utilized? The price will depend on frequency, # of locations, and # of tests over a period of time....

An average of 20 times per year

5. What is the expected yearly volume of test?

See response to question 2.

6. Page 14 number 19 of the RFP states "the County will establish a local pricing structure for use by the Proposer with certified laboratories in the area." Please expand upon this requirement and what the Proposer will be required to provide to the County.

Proposers will provide their cost for certified laboratories in the area, should the County be able to establish a lesser cost with that laboratory the proposer will use that cost plus their administration cost.

7. What is the name of the current vendor that holds the current contract with the County?

First Advantage.

8. What is the current pricing for the current contract?

See Attachment B.

9. Why is the RFP being issued (e.g. contract term expiring)?

Yes, contract term is expiring.

10. Please provide a listing of the current drug and alcohol collection sites being utilized by the County?

See Attachment A.

11. In regards to your request for blind specimen testing levels, on page 15, #3 in section (d), the request asks for blind specimen submission levels that are not compliant with the current federal requirements for 49 CFR Part 40. The most recent requirement levels have been attached to this email and are listed in Part 40.103. The request in RFP may be older requirements that have since been updated. Please review and let all vendors know what changes would be necessary.

This question corrects an error in the RFP and the update is provided as Attachment C.

12. Why is this bid posted as an RFP rather than an ITB?  
The County has selected the RFP for this requirement.
13. What are the reasons that an ITB cannot be used?  
For this requirement the County will use the RFP process.
14. Does this bid allow other Florida agencies to piggyback?  
Any statement regarding "piggyback" will not be included in any contract.
15. Why is there not a point system or a way to determine a fair evaluation process?  
The County does not use a point system in evaluating RFP's.
16. How many tests annually are expected for the following?  
See question 2 response.
17. Why is experience working with a grant part of the drug testing bid requirements?  
The HR Department has requested it be included.
18. Who is the current vendor?  
First Advantage.
19. What is the current pricing for services?  
Contract is provided as Attachment B.
20. If there is not stated weight assigned to the Evaluation factors, does the lowest qualified bidder receive award?  
Please review Section C of the RFP.
21. B.03 c - The names and telephone numbers of the persons representing the individual agencies with which the identified key staff worked. Clarify.  
Please review the first paragraph of B.03 this may not apply to your firm.
22. Page 14 #19 The County will establish a local pricing structure for use by the Proposer with certified laboratories in the area. Does this mean the County will establish collection costs with input from the provider that will be maintained for the contract period.

See question 6 response.

23. Does the county have written DOT and Non-DOT Drug and Alcohol Free Workplace policies and if so, when was the last time these policies were reviewed for compliance with any applicable State Statutes or current Federal regulations?

Our most recent updated policy can be found on our website. We review it regularly, however, it was last given FTA's stamp of approval about 5 years ago.

24. Do all employees have a copy of the policy that is appropriate for the position they are employed in? (DOT vs. Non-DOT)

All current employees have received our policy. In addition, they are notified of its availability on the web and intranet.

25. How many agencies are involved and do these agencies have both DOT mandated programs as well as Manatee County mandated Non-DOT testing programs?

We are one agency

26. What is the approximate size of the county's DOT covered employee group?

250 CDL and 99 FTA

27. What is the approximate size of the county's Non-DOT covered employee group?

350

28. Are the individuals in the Non-DOT group subject to Random testing? If so, what % of this population is randomly tested on an annual basis?

350 randomly tested at 60%

29. Approximately how many DOT Drug and Alcohol tests were conducted last year?

See question 2 response, total number.

30. Approximately how many Non-DOT Drug and Alcohol tests were conducted last year?

See question 2 response, total number.

31. What is your typical test result reporting structure?

Collection site faxes me the breath alcohol results immediately. Chain of Custody is faxed and then mailed to third party admin., then between 24-48 hours we receive the results via download. Positive results are report telephonically and then downloaded.

32. Are these questions and their answers going to be published and made available to all bidders? If so, when?

Addendum #1 will released May 15, 2012. The Addendum #1 will be released via DemandStar and posted on the County's website mymanatee.com.

33. What laboratory are you currently working with?

LabCorp.

34. Who is your current Third Party Administrator?

First Advantage.

35. What is your current pricing?

See Attachment B.

36. Please provide us with your current list of collection sites?

See Attachment A

37. Are you requesting on-site testing? If so, how many on-site tests do you require?

Yes, Industrial Medical Mgmt. current does this. Unknown.

38. Contract effective date:

Est. September 13, 2012

39. Intent to award date:

Est. August 1, 2012

40. Will you provide us with a pricing grid or should we create our own?

Create your own pricing schedule

41. Are there any outstanding issues, deficiencies or concerns with current program provider?

Does not impact this RFP.

42. Why are you out to bid?

See response to question 9.

43. We would like a copy of your current contract.

See Attachment B.

No additional questions will be considered at this time.

Proposals are to be prepared as instructed in this Request For Proposals and shall be received at Manatee County Purchasing Office, Suite 803, 1112 Manatee Avenue West, Bradenton, Florida, FL 34205 until **4:00 P.M., May 23, 2012.**

Cordially,

A handwritten signature in black ink, appearing to read "Frank G. Lambertson". The signature is written in a cursive style with a large initial "F".

Frank G. Lambertson  
Contracts Negotiator

# ATTACHMENT "A"

## TESTING FACILITIES REFERRING DEPARTMENT: CIRCLE FACILITY EMPLOYEE REFERRED TO

<p><b>The Bradenton Family Medical Center</b> 4805 26th St. W. Bradenton, FL 34207 (941) 753-7843, Fax (941) 753-7845 Monday – Thursday, 7:30 am – 4:00 pm <b>Drug &amp; Breath Alcohol Testing</b> <b>*Includes Workers' Comp Testing</b></p>	<p><b>Healthcare America</b> 6110 SR 70 East Bradenton, FL 34203 (941) 755-4242, Fax (941) 755-1906 Monday – Friday, 9:00 am – 4:30 pm <b>Drug Testing Only</b></p>	<p><b>Industrial Medical Mgmt.</b> 600 US 301 Blvd W., Bradenton 34205 (Location: MSO Operations Center) Monday-Friday, 9:00 am – 4:00 pm Call Ahead Between: 12:00pm – 1:00 pm <b>*For After-Hours or On-Site Testing Call (941) 650-5417 OR Ext. 2249, Fax (941) 744-3793</b> <b>Drug &amp; Breath Alcohol Testing</b></p>
<p><b>US Health Works</b> 1105 – 53<sup>rd</sup> Ave East, Bldg. A Bradenton, FL 34203 (941) 755-2562, Fax (941) 758-4065 Monday – Friday, 8:00 am – 5:00 pm <b>Drug &amp; Breath Alcohol Testing*</b> <b>*Includes Workers' Comp Testing</b></p>	<p><b>Company Care @ Blake Medical Center</b> 2010 – 59<sup>th</sup> St. West, Suite 3600 Bradenton, FL 34209 (941) 798-6477, Fax (941) 798-6475 Monday – Friday, 8:00 am – 4:30 pm <b>Drug &amp; Breath Alcohol Testing</b></p>	<p><b>First Care</b> 4319 20<sup>th</sup> St. West, Suite 101 Bradenton, FL 34210 (941) 753-7585, Fax (941) 758-2153 Monday-Friday, 9:00 am – 5:00 pm Saturday, 8:00 am – 3:00 pm <b>Drug Testing Only</b></p>
<p><b>Lake Wood Ranch Urgent Care</b> 9908 SR 64 East Bradenton, FL 34212 (941) 747-8600, Fax (941) 749-5915 Monday – Saturday, 8:00 a.m. – 7:00 p.m. Sunday, 9:00 a.m. – 5:00 p.m. (Must call ahead for breath alcohol testing on Sunday's) <b>Drug &amp; Breath Alcohol Testing</b> <b>*Includes Workers' Comp Testing</b></p>	<p><b>Oaks Medical Plaza</b> 308 53<sup>rd</sup> Ave East Bradenton, FL 34203 (941) 751-5551, Fax (941) 751-5515 Monday – Thursday 7:00 a.m. – 6:00 p.m. Friday 8:00 a.m. – 5:00 p.m. Saturday 8:00 a.m. – 2:00 p.m. <b>*For After-Hours Testing, Call (941) 920-5515</b> <b>Drug &amp; Breath Alcohol Testing</b> <b>*Includes Workers' Comp Testing</b></p>	<p><b>Bradenton Urgent Care</b> 4647 Manatee Ave West Bradenton, FL 34209 (941) 745-5999, Fax (941) 745-3555 Monday – Saturday, 8:00 a.m. – 7:00 p.m. Sunday, 9:00 a.m. – 5:00 p.m. <b>Drug Testing Only</b></p>

**ATTACHMENT "B"**

**ADDENDUM NUMBER SIX  
TO  
SUBSTANCE ABUSE PROFESSIONAL TESTING SERVICE AGREEMENT**

THIS ADDENDUM NUMBER SIX TO THE AGREEMENT, is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," with a mailing address at 1112 Manatee Avenue West, Bradenton, FL 34205 and FIRST ADVANTAGE SCREENING CORPORATION hereinafter referred to as "Contractor", with offices located at 100 Carillon Parkway, St. Petersburg, FL 33716.

**WHEREAS**, on May 9, 2006 the parties hereto entered into an Agreement for substance abuse professional testing service agreement commencing March 13, 2006 and ending March 12, 2007; and

**WHEREAS**, on March 27, 2007 the Board executed Addendum Number One extending the agreement for one (1) year commencing March 13, 2007 and ending March 12, 2008; and

**WHEREAS**, on January 29, 2008 the Board executed Addendum Number Two extending the agreement for one (1) year commencing March 13, 2008 and ending March 12, 2009; and

**WHEREAS**, on April 14, 2009 the parties executed Addendum Number Three extending the agreement for one (1) year commencing March 13, 2009 and ending March 12, 2010; and

**WHEREAS**, on February 23, 2010 the parties executed Addendum Number Four extending the agreement for one (1) year commencing March 13, 2010 and ending March 12, 2011; and

**WHEREAS**, on February 22, 2011 the parties executed Addendum Number Five extending the agreement for one (1) year commencing March 13, 2011 and ending March 12, 2012.



**WHEREAS**, the Agreement may be amended only by written agreement executed by the governing bodies of both parties; and

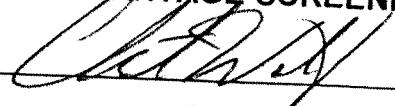
**WHEREAS**, the County has determined there is a need to continue these service; and

**NOW THERE**, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The agreement is extended for six (6) months commencing March 13, 2012 and ending September 12, 2012.
2. All other terms and conditions of the Agreement shall remain in full force and effect during this extended period.

The parties hereto have caused this Addendum Number Six to the agreement for substance abuse professional testing services to be fully executed, in duplicate, by their authorized representatives.

**FIRST ADVANTAGE SCREENING CORP.**

By: 

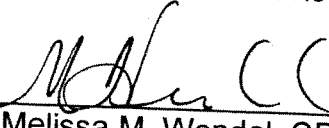
Print Name: Christopher Wolf

Title: CFU

Date: 3/12/12

**COUNTY OF MANATEE**

Authority to execute this contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/09 Revised 8/10/09

By: 

Melissa M. Wendel, CPPO  
Purchasing Official

**ADDENDUM NUMBER FIVE  
TO  
SUBSTANCE ABUSE PROFESSIONAL TESTING SERVICE AGREEMENT**

THIS ADDENDUM NUMBER FIVE TO THE AGREEMENT, is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," with a mailing address at 1112 Manatee Avenue West, Bradenton, FL 34205 and FIRST ADVANTAGE SCREENING CORPORATION hereinafter referred to as "Contractor", with offices located at 100 Carillon Parkway, St. Petersburg, FL 33716.

**WHEREAS**, on May 9, 2006 the parties hereto entered into an Agreement for substance abuse professional testing service agreement commencing March 13, 2006 and ending March 12, 2007; and

**WHEREAS**, on March 27, 2007 the Board executed Addendum Number One extending the agreement for one (1) year commencing March 13, 2007 and ending March 12, 2008; and

**WHEREAS**, on January 29, 2008 the Board executed Addendum Number Two extending the agreement for one (1) year commencing March 13, 2008 and ending March 12, 2009; and

**WHEREAS**, on April 14, 2009 the parties executed Addendum Number Three extending the agreement for one (1) year commencing March 13, 2009 and ending March 12, 2010; and

**WHEREAS**, on February 23, 2010 the parties executed Addendum Number Four extending the agreement for one (1) year commencing March 13, 2010 and ending March 12, 2011; and

**WHEREAS**, the Agreement may be amended only by written agreement executed by the governing bodies of both parties; and

ACCEPTED IN OPEN SESSION

FEB 22 2011

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

**WHEREAS**, the County has determined there is a need to continue these service; and

**NOW THERE**, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The agreement is extended for one (1) year commencing March 13, 2011 and ending March 12, 2012.
2. Added testing in accordance with Final Rule that outlines the procedures for Transportation Workplace Drug and Alcohol Testing Programs published August 16, 2010 in the Code of Federal Register. Fee: Additional \$1.00 per test effective December 1, 2010.
3. All other terms and conditions of the Agreement shall remain in full force and effect during this extended period.

The parties hereto have caused this Addendum Number Five to the agreement for substance abuse professional testing services to be fully executed, in duplicate, by their authorized representatives.

**FIRST ADVANTAGE SCREENING CORP.**

By: Paige Vesuvio

Print Name: Paige Vesuvio

Title: VP

Date: February 4, 2011

**RECOMMENDED BY MANATEE COUNTY HUMAN RESOURCES DEPARTMENT**

By: Dale E. Garcia  
Dale E. Garcia,  
Director

**COUNTY OF MANATEE**

Authority to execute this contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/09 Revised 8/10/09

By: R. C. "Rob" Cuthbert  
R. C. "Rob" Cuthbert, C.P.M.; CPPO;  
Purchasing Manager

**ADDENDUM NUMBER FOUR  
TO  
SUBSTANCE ABUSE PROFESSIONAL TESTING SERVICE AGREEMENT**

THIS ADDENDUM NUMBER FOUR TO THE AGREEMENT, is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," with a mailing address at 1112 Manatee Avenue West, Bradenton, FL 34205 and FIRST ADVANTAGE SCREENING CORPORATION hereinafter referred to as "Contractor", with offices located at 100 Carillon Parkway, St. Petersburg, FL 33716.

**WHEREAS**, on May 9, 2006 the parties hereto entered into an Agreement for substance abuse professional testing service agreement commencing March 13, 2006 and ending March 12, 2007; and

**WHEREAS**, on March 27, 2007 the Board executed Addendum Number One extending the agreement for one (1) year commencing March 13, 2007 and ending March 12, 2008; and

**WHEREAS**, on January 29, 2008 the Board executed Addendum Number Two extending the agreement for one (1) year commencing March 13, 2008 and ending March 12, 2009; and

**WHEREAS**, on April 14, 2009 the parties executed Addendum Number Three extending the agreement for one (1) year commencing March 13, 2009 and ending March 12, 2010; and

**WHEREAS**, the Agreement may be renewed for up to four (4) additional one (1) year periods upon mutual agreement; and

**WHEREAS**, the Agreement may be amended only by written agreement executed by the governing bodies of both parties; and

**WHEREAS**, the County has determined there is a need to continue these service; and

**NOW THERE**, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The agreement is extended for one (1) year commencing March 13, 2010 and ending March 12, 2011.
2. All other terms and conditions of the Agreement shall remain in full force and effect during this extended period.

The parties hereto have caused this Addendum Number Four to the agreement for substance abuse professional testing services to be fully executed, in duplicate, by their authorized representatives.

**FIRST ADVANTAGE SCREENING CORP.**

By: *Paige Vesuvio*

Print Name: Paige Vesuvio

Title: VP

Date: 01/27/10

**MANATEE COUNTY GOVERNMENT**

By: *Dale Garcia* for the County

Print Name: Dale E. Garcia

Title: Director - HR

Date: 2/2/10

ACCEPTED IN OPEN SESSION

FEB 23 2010

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

**ADDENDUM NUMBER THREE  
TO  
SUBSTANCE ABUSE PROFESSIONAL TESTING SERVICE AGREEMENT**

THIS ADDENDUM NUMBER THREE TO THE AGREEMENT, is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," with a mailing address at 1112 Manatee Avenue West, Bradenton, FL 34205 and FIRST ADVANTAGE SCREENING CORPORATION hereinafter referred to as "Contractor", with offices located at 100 Carillon Parkway, St. Petersburg, FL 33716.

**WHEREAS**, on May 9, 2006 the parties hereto entered into an Agreement for substance abuse professional testing service agreement commencing March 13, 2006 and ending March 12, 2007; and

**WHEREAS**, on March 27, 2007 the Board executed Addendum Number One extending the agreement for one (1) year commencing March 13, 2007 and ending March 12, 2008; and

**WHEREAS**, on January 29, 2008 the Board executed Addendum Number Two extending the agreement for one (1) year commencing March 13, 2008 and ending March 12, 2009; and

**WHEREAS**, the Agreement may be renewed for up to four (4) additional one (1) year periods upon mutual agreement; and

**WHEREAS**, the Agreement may be amended only by written agreement executed by the governing bodies of both parties; and

**WHEREAS**, the County has determined there is a need to continue these service; and

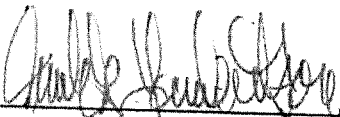
**NOW THERE**, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The agreement is extended for one (1) year commencing March 13, 2009 and ending March 12, 2010.
2. Added Test: Non-DOT 9-panel test with the addition of Demerol (Meperidine), Oxycodone, and Hydrocodone. Fee: \$35.50
3. All other terms and conditions of the Agreement shall remain in full force and effect during this extended period.



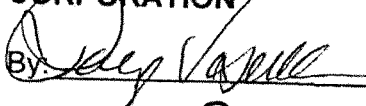
The parties hereto have caused this Addendum Number Three to the agreement for substance abuse professional testing services to be fully executed, in duplicate, by their authorized representatives.

**WITNESS:**

Sign Name: 

Print Name: Frank G. Lamberton


**FIRST ADVANTAGE SCREENING CORPORATION**

By: 

Print Name: Paige Vesunio

Title: UP

**RECOMMENDED BY MANATEE COUNTY HUMAN RESOURCES DEPARTMENT:**

By:   
Garry Dye, Director

COUNTY OF MANATEE, FLORIDA

Authority to execute this contract per Manatee County Code, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/2009.

By:   
R.C. "Rob" Cuthbert, C.P.M., CPPO  
Purchasing Manager

**ADDENDUM NUMBER TWO**  
**TO**  
**SUBSTANCE ABUSE PROFESSIONAL TESTING SERVICE AGREEMENT**

THIS ADDENDUM NUMBER TWO TO THE AGREEMENT, is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," with a mailing address at 1112 Manatee Avenue West, Bradenton, FL 34205 and FIRST ADVANTAGE SCREENING CORPORATION hereinafter referred to as "Contractor", with offices located at 100 Carillon Parkway, St. Petersburg, FL 33716.

**WHEREAS**, on May 9, 2006 the parties hereto entered into an Agreement for substance abuse professional testing service agreement commencing March 13, 2006 and ending March 12, 2007; and

**WHEREAS**, on March 27, 2007 the Board executed Addendum Number One extending the agreement for one (1) year commencing March 13, 2007 and ending March 12, 2008.

**WHEREAS**, the Agreement may be renewed for up to four (4) additional one (1) year periods upon mutual agreement; and

**WHEREAS**, the Agreement may be amended only by written agreement executed by the governing bodies of both parties; and

**WHEREAS**, the County has determined there is a need to continue these service; and

**NOW THERE**, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The agreement is extended for one (1) year commencing March 13, 2008 and ending March 12, 2009.
2. All other terms and conditions of the Agreement shall remain in full force and effect during this extended period.

The parties hereto have caused this Addendum Number Two to the agreement for substance abuse professional testing services to be fully executed, in duplicate, by their authorized representatives.

WITNESS:

Sign Name: [Signature]  
Print Name: Jennifer B. Giannoni

FIRST ADVANTAGE SCREENING CORPORATION

By: [Signature]  
Print Name: David R. Wiest  
Title: EVP

RECOMMENDED BY MANATEE COUNTY HUMAN RESOURCES DEPARTMENT:

By: [Signature]  
Garry Dye, Director

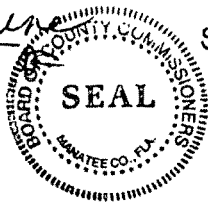
APPROVED AS TO FORMAT AND CORRECTNESS:

By: [Signature]  
for R. C. "Rob" Cuthbert, C.P.M.  
Purchasing Division

APPROVED, with a quorum presented and voting this 29<sup>th</sup> day of January 2008.

"COUNTY"  
COUNTY OF MANATEE, a political sub-  
division of the State of Florida

Attest: By: [Signature]  
R. B. "Chips" Shore  
Clerk of the Circuit Court



Sign: [Signature]  
Chairman (First Vice)  
Board of County Commissioners

**ADDENDUM NUMBER ONE**

**TO**

**SUBSTANCE ABUSE PROFESSIONAL TESTING SERVICE AGREEMENT**

THIS ADDENDUM NUMBER ONE TO THE AGREEMENT, is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," with a mailing address at 1112 Manatee Avenue West, Bradenton, FL 34205 and FIRST ADVANTAGE SCREENING CORPORATION hereinafter referred to as "Contractor", with offices located at 100 Carillon Parkway, St. Petersburg, FL 33716.

**WHEREAS**, on May 9, 2006 the parties hereto entered into an Agreement for substance abuse professional testing service agreement commencing March 13, 2006 and ending March 12, 2007; and

**WHEREAS**, the Agreement may be renewed for up to four (4) additional one (1) year periods upon mutual agreement; and

**WHEREAS**, the Agreement may be amended only by written agreement executed by the governing bodies of both parties; and

**WHEREAS**, the County has determined there is a need to continue these service; and

**NOW THERE**, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The agreement is extended for one (1) year commencing March 13, 2007 and ending March 12, 2008.
2. All other terms and conditions of the Agreement shall remain in full force and effect during this extended period.

The parties hereto have caused this Addendum Number One to the agreement for substance abuse professional testing services to be fully executed, in duplicate, by their authorized representatives.

**WITNESS:**

Sign Name: [Signature]  
Print Name: Frank G. Lambartson

**FIRST ADVANTAGE SCREENING CORPORATION**  
By: [Signature]  
Print Name: David R. Wirta  
Title: EVP Sales  
Phone Number: 800 321 4473

APPROVED, with a quorum presented and voting this 27 day of March 2007.

"COUNTY"  
COUNTY OF MANATEE, a political sub-division of the State of Florida

Attest: [Signature]  
R/B. "Chips" Shore  
Clerk of the Circuit Court  
Susan G. Romine  
Deputy Clerk



Sign: [Signature]  
JANE W. von HAHMANN FIRST VICE - CHAIRMAN  
Board of County Commissioners

**SUBSTANCE ABUSE  
PROFESSIONAL TESTING SERVICE  
AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, hereinafter referred to as the "County", with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and **FIRST ADVANTAGE SCREENING CORPORATION**, hereinafter called the "Provider", duly authorized to conduct business in the State of Florida, with offices located at 100 Carillon Parkway, St. Petersburg, FL 33716.

**WHEREAS**, the County has determined that it is necessary, expedient and in the best interest of the County to retain, obtain or employ the Provider to render and perform professional substance abuse testing services in the manner set forth in the Agreement; and

**WHEREAS**, the County caused a public announcement to be made, distributed, and published, requesting proposal (RFP #06-9037FL), for the selection of a provider of professional services in the manner set forth in this Agreement. The Provider has submitted a proposal, the County conducted a competitive selection procedures concerning the proposals, and this Agreement is the result of competitive procedures instituted by the County.

**WITNESSETH**

For and in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

**ARTICLE 1 - SCOPE OF SERVICES**

This Agreement sets forth the terms and conditions pursuant to which County retains Provider to provide Substance Abuse (Drug and Alcohol) Testing Services by administering and managing services required by government (Federal, State and Local) regulation and/or by County substance abuse policy.

The Provider warrants to the County that the Provider is registered in the State of Florida and is professionally competent to perform and render the services to be performed and rendered by the Provider pursuant to the provisions of this Agreement. In reliance upon said warranty, County has entered into this Agreement and hereby retains Provider to perform and render such professional services.

The Services to be performed are fully delineated below:

- 1.1 Drug Testing Services - Specimen Processing by a SAMHSA certified Laboratory

- A. Specimens collected for substance abuse testing purposes from County's employees and County employment applicants shall be processed by a laboratory certified by the Substance Abuse and Mental Health Services Administration, hereinafter referred to as SAMHSA.
- B. The laboratory shall be responsible for providing the collection sites with specimen collection kits and chain of custody forms.
- C. The laboratory shall maintain a quality control program in accordance with SAMHSA / U.S. Department of Transportation, hereinafter referred to as DOT Regulations and the Florida Drug Free Workplace Act.
- D. All specimens shall be received by the laboratory via overnight air shipment from collection sites unless other modes of transportation are deemed to be equal to, or better than, overnight air shipments.
- E. Specimens received by the laboratory shall initially undergo a screening process that is designed to detect drugs or drug metabolites at detection cutoff levels consistent with DOT Regulation 49 CFR Part 40.
- F. The substances to be tested for under the terms of this agreement are: marijuana; cocaine; phencyclidine; opiates; and amphetamines.
- G. The laboratory shall conduct an adulteration panel on each specimen as a means of detecting a specimen adulteration and/or dilution by analyzing specimen creatine level and specific gravity.
- H. Specimens screened positive for a drug or drug metabolite shall undergo Gas Chromatography/Mass Spectrometry (GC/MS) confirmation testing. If confirmed as positive, the laboratory shall report positive to the Provider.
- I. Specimens screened as negative during initial screening process and specimens not confirmed positive during GC/MS testing shall be reported as negative to the Provider by the laboratory.
- J. The laboratory shall report negative drug test results to the Provider within twenty-four (24) hours of receipt of the specimens by the laboratory.
- K. The laboratory shall report confirmed positive drug test results to the Provider within forty-eight (48) hours of receipt of the specimens by the laboratory.

1.2 Specimen Collection

- A. The Provider shall provide collection sites that are mutually acceptable by both the County and the Provider to be used as permanent collection sites throughout the contract period.
- B. The provider shall offer collection sites conducting both drug and breath alcohol tests and provide service Monday through Friday, five days per week, for a minimum of eight (8) consecutive hours per day between the hours of 7:00 a.m. and 7:00 p.m. The Provider shall provide after hours telephone numbers to accommodate any need for after hour emergency and non-emergency collection of specimens.
- C. Collection sites shall be advised and expected to conduct all specimen collections in accordance with SAMHSA guidelines for specimen collection as defined in DOT Regulation 49 CFR Part 40.
- D. SAMHSA guidelines for specimen collection at the collection sites shall be expected to follow while conducting specimen collection are:
  - (1.) Collection sites shall utilize a standard seven (7) part SAMHSA compliant chain-of-custody form for all specimen collections.
  - (2.) Specimen collections shall be non-witnessed unless the collection site personnel have reason to believe a specimen donor may attempt to dilute and/or adulterate a specimen.
  - (3.) The lavatory facility in which the specimen is to be collected shall have no external water source which would be accessible to a specimen donor.
  - (4.) The lavatory facility in which the specimen is to be collected shall have a bluing agent added to the toilet water.
  - (5.) Completion of the chain-of-custody documents along with the sealing and labeling of specimen containers shall be in accordance with SAMHSA guidelines and in accordance with Laboratory instructions.
  - (6.) Specimen donors shall present a picture identification prior to the collection process.
  - (7.) Specimen donors shall not be permitted to take purses, gym bags, etc. into the lavatory facilities during the specimen collection process.
  - (8.) Specimen donors shall be expected to remove all bulky clothing prior to entering the lavatory facilities for the specimen collection process.



- E. Collection sites shall ship specimens collected to the laboratory on the same day collected via overnight air shipment unless other modes of transportation are deemed to be equal to, or better than, overnight air shipment.

### 1.3 Collection Site Locations

- A. The County and the Provider shall mutually agree and establish collection sites for the collection of drug testing specimens and breath alcohol testing.

### 1.4 Blind Specimen Proficiency Testing

- A. Provider shall establish a blind proficiency testing program pursuant to the requirements of the DOT Regulation 49 CFR Part 40.
- B. As the County's blind specimen program manager, the Provider shall provide the following:
  - (1.) Procurement of specimens to be used in the blind specimen testing from SAMHSA certified laboratory facilities.
  - (2.) Packaging and labeling of all specimens into the Provider's specimen collection kits.
  - (3.) Preparation of chain-of-custody documents to be included in shipment of specimens to the Provider's laboratory facility.
  - (4.) Transportation of specimens to the Provider's laboratory via overnight courier.
  - (5.) Testing of specimens by the Provider's laboratory and with results transmitted by the laboratory to the Provider's Medical Review Officer, hereinafter referred to as the MRO.
  - (6.) The Provider shall take appropriate action if the laboratory test results differ from what the Provider knew the results to be prior to the time specimen is analyzed by the Laboratory.
  - (7.) Provide the County with quarterly reports summarizing blind specimen activity during past quarter and year-to-date.
- C. The Provider shall submit blind specimens to the laboratory at a rate of 3% per every 100 specimens collected from County employees and job applicants and at a ratio of 80% negative and 20% positive.

1.5 Medical Review Officer Test Review Services

- A. The Provider shall provide Medical Review Officer test review services. The MRO shall be a licensed physician with knowledge of substance abuse disorders and with appropriate medical training to interpret and evaluate drug test results. The MRO shall hold certification from one of the following recognized MRO authorities: American Association of Medical Review Officers; American Society of Addiction Medicine or the American College of Occupational and Environmental Medicine.
- B. All of the County's employee's or job applicant test results shall be electronically transmitted by the laboratory to the Provider.
- C. All negative test results showing no signs of possible specimen dilution and/or adulteration shall be matched with the laboratory/MRO copy of the chain-of-custody documents as well as the MRO copy of the chain-of-custody document.
- D. Negative test results showing signs of possible specimen dilution and/or adulteration shall be reviewed by the MRO who will make a determination as to whether a retest is appropriate. Signs of possible dilution and/or adulteration include; abnormal specimen temperature, specimens with low specific gravity and/or specimens with low creatine levels. Specimen dilution and/or adulteration review by the MRO shall be conducted to SAMHSA guidelines.
- E. Negative drug test results information shall be entered into the Provider's computer along with information from the MRO copy of the chain-of-custody document.
- F. The Provider shall report negative drug test results to the County within two (2) hours from the time results are received by the Provider from the laboratory.
- G. Negative drug test results can be provided from the Provider to the County in any of the following ways:
  - (1.) Automatic facsimile wherein negative drug test results are automatically sent to County's secured facsimile machine as the results become available.
  - (2.) Facsimile from the Provider to the County's unsecured facsimile machine following a telephone call from the County's designated representative to the Provider's "demand facsimile" system where County's representative enters specific code numbers and then authorizes release of stored test result information.
  - (3.) Direct computer to computer download from the Provider to the County.
  - (4.) Electronic telephone test result reporting.

- (5.) U. S. Mail.
- (6.) Overnight air shipment at an additional cost to the County.
- H. Negative drug test result paperwork shall be kept by the Provider for a period of one (1) year unless the County specifically requests, in writing, that the Provider retain it longer than the one (1) year period.
- I. Positive drug test results received by the Provider shall be immediately distributed to the Provider's MRO's.
- J. The MRO's first step in the positive drug test review process shall be to conduct a thorough review of the chain-of-custody document looking for errors and/or omissions that would compromise the integrity of the results.
- K. The MRO, following the chain-of-custody review, shall contact positive drug test specimen donors via telephone and shall conduct a telephone interview to determine if anything other than illegal drug use might have caused the test result to be positive test result.
- L. The MRO shall contact the County's representative for assistance in reaching the positive drug test specimen donor if unable to reach donor within the first twenty-four (24) hours.
- M. If the positive drug test specimen donor does not provide information suggestive of legal drug use, the MRO shall report the drug test result to the County as positive.
- N. After the MRO verifies a drug test result as positive to the County, a hard copy MRO Report shall be dispatched to the County's designated representative.
- O. Positive drug test result paperwork shall be kept by the Provider for a period of five (5) years unless the County specifically requests, in writing, that the Provider keep the paperwork longer.

1.6 Breath Alcohol Testing Services

- A. Performance of breath alcohol tests shall be by qualified third parties who are under contract with the Provider and who have received Breath Alcohol Technician (BAT) Training and who are currently conducting breath alcohol tests using Evidential Breath Testing (EBT) devices. EBT devices must be approved by the National Highway Safety Administration, hereinafter referred to as NHTSA, and appear on the Conforming Products List (CPL) as published by the U.S. Department of Transportation.

- B. The Provider shall provide testing sites that are mutually acceptable by both the County and the Provider to be used as permanent testing sites throughout the contract period.
- C. The Provider shall offer collection sites that provide service Monday through Friday, five (5) days per week, for a minimum of eight (8) consecutive hours per day between the hours of 7:00 a.m. and 7:00 p.m. The Provider shall provide after hours telephone numbers to accommodate any need for after hour emergency and non-emergency testing.
- D. The Provider shall implement a quality assurance plan to ensure that equipment used by collection sites is inspected, calibrated and maintained, including maintenance by the manufacturer, in order to meet Federal Highway Administration (FHWA) regulations.
- E. The Provider shall maintain pertinent records on behalf of the County, in compliance with U.S. DOT Regulations, for the appropriate time period.
- F. Breath alcohol detection limits shall be consistent with DOT/FHWA Regulations.
- G. The Provider shall receive breath alcohol results from testing sites via data communication link. Testing Site Operator (BAT) shall immediately contact and inform the County's designated representative, subject to confirmation by the Provider, that a County employee's test has exceeded the maximum breath alcohol level of .02 or higher.
- H. The Provider shall format breath alcohol test data to conform to U.S. DOT statistical reporting requirements.
- I. The County shall require all of its breath alcohol test subjects to sign a consent form that allows release of test results to the Provider.
- J. Positive breath alcohol test results shall be immediately reported by the Provider to the County's designated representative by telephone or by electronic means in a confidential manner. The initial transmission of positive test results shall be followed by written results in a manner consistent with FHWA regulations.

1.7 Random Selection Process

- A. The Provider shall conduct a monthly/quarterly computer selection of the County's employees who are to be randomly tested.

- B. The Provider's random selection computer program shall comply with Federal Workplace Drug and Alcohol Testing Regulations to ensure "True" random selection and that all County employees eligible for random testing are included each and every time a random draw is conducted by the Provider.
- C. The Provider shall assign a random number to each County employee eligible for random testing. Actual random selection shall identify who has been selected by that number.
- D. Random selection shall not be done by employee name.
- E. Pursuant to Federal Workplace Drug and Alcohol Testing Regulations, the random selection program shall select a number of persons for drug and alcohol testing that would equal at least 50% of the County's covered employees to be drug tested and 10% of County's covered employees to be alcohol tested.

1.8 Administrative Support Services

The Provider shall provide the County with the following administrative support services:

- (1.) Single Source Billing
- (2.) Record Retention
- (3.) Program Statistical Summary Reports
- (4.) 800 Phone number for Management Support
- (5.) Comprehensive Program User Manual and Training
- (6.) Administrative Contact Person (one person)
- (7.) Customer Service / Accounts Representative
- (8.) Postage - U. S. Mail Service
- (9.) SAP Referral and Case Management
- (10.) DOT Audit Assistance
- (11.) Regulatory Update
- (12.) Supervisory Training on the Recognition of Potential Substance Abuse

- (13.) Follow-Up Test Scheduling
- (14.) Consolidated Billing
- (15.) Employee Informational Materials on the Hazards of Substance Abuse
- (16.) Supervisory/Employee Training Materials
- (17.) Breath Alcohol Testing Forms

**ARTICLE 2 - DURATION OF THE AGREEMENT**

- A. Unless renewed or extended as provided herein, this Agreement shall remain in full force and effect for one (1) year commencing March 13, 2006 and ending March 12, 2007.
- B. This Agreement may be renewed for four (4) additional one (1) year periods upon mutual agreement of County and Provider.

**ARTICLE 3 - COMPENSATION**

Compensation payable to Provider for individual services shall be paid based on the following:

- A. As compensation to the Provider for Drug Urine specimen collection and related services, the County shall pay as follows:
 

(1.) Preferred Network Lab	\$28.21
(2.) Third Party Collections Lab	\$38.66
(3.) Negotiated Collections Lab	(as negotiated by the County)

Services include: Medical Review Officer Services; Specimen Analysis; Random Project Management; Blind Specimen Submissions; Post-accident Testing Assistance; DOT Audit Assistance; Statistical Summary Reports; Record Retention and Management; Regulatory Updates; SAMI Newsletter; Single Source Billing; Administrative Support; Positive Test Interviews with Donors; Review and Interpretation of all results; and Test Results reporting.

- B. As compensation to the Provider for Breath Alcohol Testing, the County shall pay the sum of \$26.12 per breath alcohol test performed.
- C. As compensation to the Provider for Blood Alcohol specimen collection, the County shall pay the sum of \$15.00 per specimen collected at a Preferred Network Lab.

- D. As compensation to the Provider for Blood Alcohol analysis, the County shall pay the sum of \$15.00 per analysis performed at a Preferred Network Lab.
- E. As compensation to the Provider for Medical Review Office expert witness testimony, the County shall pay the sum of \$275.00 per hour of testimony and travel and per diem expenses in accordance with Florida State Statutes 112.061.
- F. As compensation to the Provider for Substance Abuse Professional (SAP) Referral Case Management, the County shall pay the sum of:
  - (1.) SAP Referral Program: \$300.00 annual maintenance fee for unlimited number of requests for SAP referrals.
  - (2.) Back on Track Program: \$675.00 per employee case plus \$140.00 for case management.
- G. As compensation to the Provider for Positive Breath Alcohol Test Review, the County shall pay the sum of \$35.00 per positive test review.
- H. As compensation to the Provider for Breath Alcohol Test Data Collection and Management, the County shall pay the sum of \$5.75 per breath alcohol test.
- I. Actual charges for Courier Service furnished at the request of County, at rates not to exceed \$9.00 per package and to be documented by copies of original invoices.
- J. As compensation to the Provider for available educational, training and information materials, the County shall pay the following sums:
  - (1.) Supervisor's Video on Signs & Symptoms (DOT & Non-DOT) - \$69.00.
  - (2.) DOT Supervisor Guide to Reasonable Suspicion - \$15.00
  - (3.) Non-DOT Supervisor Guide to Reasonable Suspicion, Guidelines for Workplace Drug & Alcohol Testing - \$15.00

The unit prices listed in Items A through J shall remain in effect for a period of three (3) years from the execution date of this Agreement. The unit prices may be adjusted on the anniversary date of the third year and subsequent years of the Agreement using the Bureau of Labor Statistics Price Index (CPI-U), U.S.A. 1982-84 equals 100. The adjustment shall be calculated by dividing the Index on the third year anniversary date, by the Index of the previous year's index and subtracting 1.00. If, on the third year anniversary date, the Index shows a change from the index of the previous year, this percentage, not to exceed (5%) percent annually, will be used to adjust the unit prices listed in items A through J above.

**ARTICLE 4 - INVOICES AND TIME OF PAYMENT**

The Provider shall submit invoices monthly to the County reflecting fees for all tests and/or other services provided. Invoices shall include testing date, testing site, specimen ID number, type of test and/or service provided. Any penalty for delay in payment shall be in accordance with the Florida Prompt Payment Act (Section 218.70, et. Seq., Florida Statutes).

**ARTICLE 5 - INSURANCE COVERAGE**

- A. Professional Liability. The Provider shall have and maintain during the period of this Agreement, a professional liability insurance policy or policies affording professional liability coverage for the professional services to be rendered in accordance with this Agreement, in the minimum amount of \$5,000,000. The Provider shall maintain professional liability coverage for a minimum of three years after completion of the services rendered herein.
- B. Commercial General Liability. The Provider shall have and maintain during the period of this Agreement, a commercial general liability insurance policy or policies affording minimum coverage as follows:
  - (1.) General Liability Aggregate.....\$1,000,000.
  - (2.) Excess Liability.....\$5,000,000.
- C. Medical Malpractice. The Provider shall have and maintain, during the period of this Agreement, a medical malpractice insurance policy or policies affording a coverage of \$10,000,000.
- D. Workers' Compensation. The Provider shall also carry and keep in force Workers' Compensation insurance as required under the applicable Workers' Compensation laws and statutes.
- E. **CERTIFICATION OF INSURANCE AND COPIES OF POLICIES**. Certificates of Insurance in triplicate evidencing the insurance coverage specified in the four above paragraphs A., B., C., and D., shall be filed with the Purchasing Manager before operations are begun. The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the project number and project title. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the County in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: - The County of Manatee shall be specifically named as an additional insured for Commercial General Liability.**



If the initial insurance expires prior to the completion of operations and or services by the Provider, renewal certificates of insurance and required copies of policies shall be furnished by the proposer and delivered to the Purchasing Manager thirty (30) days prior to the date of their expiration. County may require additional insurance which shall be requested in writing. County shall reimburse Provider for all costs associated with any additional insurance required un this paragraph.

#### **ARTICLE 6 - INDEMNIFICATION**

The Provider shall indemnify and hold County harmless against any liability, claim, cost or expense relating to any claim for damages or liability arising directly or indirectly out of the negligent or improper performance or non-performance of the services identified in this Agreement which are to be performed directly by Provider and its employees. Provider shall not be responsible for the acts and/or omissions of any person or entity other than Provider and its employees.

#### **ARTICLE 7 - COMPLIANCE WITH LAWS**

- A. Upon receipt of any public records request, the Provider shall immediately notify the County and secure the County's prior written consent before releasing any records. Upon direction by the County, the Provider shall allow public access to all documents, paper, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Provider in conjunction with this Agreement. Failure by the Provider to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the County.
- B. The Provider agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Contract Manager and securing his/her consent in writing.
- C. The Provider shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
- D. The Provider covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Florida Department of Professional Regulation, and all other ethical rules applying to the Provider, as they relate to work performed under this Agreement.

**ARTICLE 8 - INFORMATION REPORTS**

The Provider shall provide all information and reports required by County policies, procedures, regulations, rules, orders and/or instructions. Where any information required of the Provider is in the exclusive possession of another who fails or refuses to furnish the information, the Provider shall certify such to the County, as appropriate, and shall set forth what efforts have been made to obtain the information.

**ARTICLE 9 - COVENANTS OF THE COUNTY**

The County hereby covenants and agrees:

- A. That County Directors, or their designees are hereby appointed as the County Contract Managers with respect to the services to be performed by the Provider pursuant to this Agreement. The County Contract Managers shall have the authority to transmit instructions, receive information, interpret and define the policy of the County and make decisions pertinent to services covered by this Agreement. The County Contract Managers shall have the right, from time to time, to designate such other employees of Manatee County as they desire, to serve in their absence. The County reserves the right to designate a different Agent, provided that the Provider is given written notice thereof.
- B. The County shall make available at no cost to the Provider, available information relative to the project that is useful in the performance of the Scope of Services.
- C. The County shall give prompt notice to the Provider whenever the County observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. The County shall give careful and reasonable consideration to the findings and recommendations of the Provider and shall respond and issue notices to proceed in a timely manner so as not to unduly delay the Provider's work called for by this Agreement.
- E. The County shall perform activities in this Article at no cost to the Provider.

**ARTICLE 10 - COVENANTS OF THE PROVIDER**

Provider hereby covenants and agrees:

- A. That First Advantage Screening Corporation, Chief Executive Officer, is hereby appointed as Provider's Agent with respect to the services to be performed by the Provider pursuant to this Agreement. The Provider's Agent shall have the authority without limitation, to make representations on behalf of Provider, receive

information, and interpret and define the needs of Provider and make decisions pertinent to services covered by the Agreement. Provider's Agent shall have the right, from time to time, to designate such other employees of Provider's as they desire, to serve in his absence. Provider reserves the right to designate a different agent, provided that the County is given written notice thereof.

- B. That the Work shall be performed in accordance with the terms and conditions of this Agreement.
- C. That all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by the Contract Managers, which are not in conflict with this Agreement.
- D. That Provider shall be responsible for collecting all existing data required for the successful completion of each Work Assignment.
- E. That Provider shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.
- F. The Provider shall be entitled to rely upon that information, which may be provided them from time to time, from the County or others on behalf of the County. Provider shall, however, call to the County's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, the County in the identification and resolution of same. Information referred to above includes, but is not limited to, transportation engineering design, construction and additional services; consultations, investigation and reports and the like, including all other information to be provided to the Provider by others and necessary for the execution of Provider's work under the Agreement. The County shall, however, hold Provider fully responsible for verifying, to the extent practicable, documents and information provided by the County and identifying its obvious deficiencies concerning documents and information provided. The Provider agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

#### **ARTICLE 11 - CANCELLATION OF AGREEMENT**

The County reserves the unilateral right to cancel or suspend all or a part of the services to be performed by the Provider under the terms of this Agreement, or any Supplemental Agreement. If such services are canceled or suspended by the County, the Provider shall be notified in writing and shall be compensated for satisfactory services rendered up to the time of notice of cancellation or suspension.

## **ARTICLE 12 - TERMINATION AND DEFAULT**

- A. The Agreement may be terminated by the County in whole or in part at any time the interest of the County requires such termination. The County also reserves the right to seek termination or cancellation of this Agreement in the event the Provider shall be placed in either voluntary or involuntary bankruptcy. The County further reserves the right to terminate or cancel this Agreement in the event the Provider makes an assignment for the benefit of creditors. This Agreement may be terminated by the Provider only by mutual consent of both parties.
- B. If the County determines that the performance of the Provider is not satisfactory, the County shall have the option of (1) immediately terminating the Agreement, or (2) notifying the Provider of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.
- C. If the County requires termination of this Agreement for reasons other than unsatisfactory performance of the Provider, the County shall notify the Provider of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If this Agreement is terminated before performance is completed, the Provider shall be paid only for that work satisfactorily performed for which cost can be substantiated.

## **ARTICLE 13 - AMENDMENT**

Except as otherwise provided in this Agreement, this Agreement may be amended only by mutual written consent of the parties. Notwithstanding the foregoing, the Provider may amend this Agreement in order to comply with Federal drug testing laws and/or regulations. Such amendments shall become effective thirty (30) days after the Provider provides written notice to the County, unless the County provides the Provider with written notification of any written objection, within such thirty (30) day period,

## **ARTICLE 14 - THIRD PARTY BENEFICIARIES**

The obligations of each party to this Agreement shall insure solely to the benefit of the other party and no person shall be a third party beneficiary of this agreement.

## **ARTICLE 15 - KEY PERSONNEL**

The following Key personnel are hereby assigned to the project by the Provider and shall not be removed from the project until alternate personnel acceptable to the County are approved, in writing by the County:

- A. Dr. David R. Nahin, Senior Medical Review Officer
- B. Bart Valdes, President, Enterprise Screening Division
- C. Josephine Kenney, Vice President of Compliance
- D. David R. Wirta, Executive Vice President
- E. Nikitas McDougle, Client Satisfaction Representative

**ARTICLE 16 - FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

**ARTICLE 17 - DRUG FREE WORKPLACE**

Attached hereto and incorporated herein is Attachment A, Resolution R-93-22 which establishes the minimum requirements for Provider to maintain a drug free workplace. Provider hereby agrees that throughout the term hereof, and any extension thereof, Provider shall comply with said Resolution R-93-22.

**ARTICLE 18 - DISPUTE RESOLUTION**

Disputes shall be resolved as follows: good faith negotiations by the designated agents of the parties and if not resolved by such designated agents after twenty-one (21) days, Provider shall submit his claim, with the basis for the dispute, in writing to the Manatee County Purchasing Manager for a determination and handling in accordance with the provisions of the Manatee County Procurement Code. Any dispute resolution agreed to by County's Contract Manager or the Manatee County Purchasing Manager, constituting a material change in this Agreement will not be final until approved by the Board of County Commissioners.

The services shall be performed by the Provider to the reasonable satisfaction of the County, and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof, which cannot be settled by mutual agreement of the parties, shall be settled by recourse to litigation under Florida law. Any such lawsuit shall be filed only in Manatee County, Florida.

The Provider agrees to perform or render services in accordance with this Agreement for Professional Services for Substance Abuse (Drug and Alcohol) Testing according to the method of compensation as set forth with this Agreement, upon authorization by Manatee County.

**WITNESSES:**

Sign Name: *Frank G. Lambertson*

Print Name: Frank G. Lambertson

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**FIRST ADVANTAGE  
SCREENING CORPORATION**

By: *[Signature]*

Print Name: David R. Wirta

Title: EVP Sales

Phone Number: \_\_\_\_\_

**Recommended By:**

Sign: *Garry Dye*  
Garry Dye, Director  
Human Resources Department

**Approved as to Format and Correctness**

Sign: *Kenie J. Nordbye*  
for R. C. Crumbert, C.P.M.  
Purchasing Division

APPROVED, with a quorum presented and voting this 9<sup>TH</sup> day of MAY 2006.

"COUNTY"  
COUNTY OF MANATEE, a political sub-  
division of the State of Florida

Attest: *[Signature]*  
R. B. "Chips" Shore  
Clerk of the Circuit Court



Sign: *[Signature]*  
Joe McClash, Chairman  
Board of County Commissioners

safety investigation). If you receive such a request, you must comply with it. If you do not receive such a request, you may discard the specimen at the end of the year.

(d) If you have not sent the split specimen to another laboratory for testing, you must retain the split specimen for an employee's test for the same period of time that you retain the primary specimen and under the same storage conditions.

(e) As the laboratory testing the split specimen, you must meet the requirements of paragraphs (a) through (d) of this section with respect to the split specimen.

#### § 40.101 What relationship may a laboratory have with an MRO?

(a) As a laboratory, you may not enter into any relationship with an MRO that creates a conflict of interest or the appearance of a conflict of interest with the MRO's responsibilities for the employer. You may not derive any financial benefit by having an employer use a specific MRO.

(b) The following are examples of relationships between laboratories and MROs that the Department regards as creating conflicts of interest, or the appearance of such conflicts. This following list of examples is not intended to be exclusive or exhaustive:

(1) The laboratory employs an MRO who reviews test results produced by the laboratory;

(2) The laboratory has a contract or retainer with the MRO for the review of test results produced by the laboratory;

(3) The laboratory designates which MRO the employer is to use, gives the employer a slate of MROs from which to choose, or recommends certain MROs;

(4) The laboratory gives the employer a discount or other incentive to use a particular MRO;

(5) The laboratory has its place of business co-located with that of an MRO or MRO staff who review test results produced by the laboratory; or

(6) The laboratory permits an MRO, or an MRO's organization, to have a financial interest in the laboratory.

#### § 40.103 What are the requirements for submitting blind specimens to a laboratory?

(a) As an employer or C/TPA with an aggregate of 2000 or more DOT-covered employees, you must send blind specimens to laboratories you use. If you have an aggregate of fewer than 2000 DOT-covered employees, you are not required to provide blind specimens.

(b) To each laboratory to which you send at least 100 specimens in a year, you must transmit a number of blind specimens equivalent to one percent of the specimens you send to that laboratory, up to a maximum of 50 blind specimens in each quarter (i.e., January–March, April–June, July–September, October–December). As a C/TPA, you must apply this percentage to the total number of DOT-covered employees' specimens you send to the laboratory. Your blind specimen submissions must be evenly spread throughout the year. The following examples illustrate how this requirement works:

Example 1 to Paragraph (b). You send 2500 specimens to Lab X in Year 1. In this case, you would send 25 blind specimens to Lab X in Year 1. To meet the even distribution requirement, you would send 6 in each of three quarters and 7 in the other.

Example 2 to Paragraph (b). You send 2000 specimens to Lab X and 1000 specimens to Lab Y in Year 1. In this case, you would send 20 blind specimens to Lab X and 10 to Lab Y in Year 1. The even distribution requirement would apply in a similar way to that described in Example 1.

Example 3 to Paragraph (b). Same as Example 2, except that you also send 20 specimens to Lab Z. In this case, you would send blind specimens to Labs X and Y as in Example 2. You would not have to send any blind specimens to Lab Z, because you sent fewer than 100 specimens to Lab Z.

Example 4 to Paragraph (b). You are a C/TPA sending 2000 specimens to Lab X in Year 1. These 2000 specimens represent 200 small employers who have an average of 10 covered employees each. In this case you—not the individual employers—send 20 blind specimens to Lab X in Year 1, again ensuring even distribution. The individual employers you represent are not required to provide any blind specimens on their own.

Example 5 to Paragraph (b). You are a large C/TPA that sends 40,000 specimens to Lab Y in Year 1. One percent of that figure is 400. However, the 50 blind specimen per quarter "cap" means that you need send only 50 blind specimens per quarter, rather than the 100 per quarter you would have to send to meet the one percent rate. Your annual total would be 200, rather than 400, blind specimens.

(c) Approximately 75 percent of the specimens you submit must be negative (i.e., containing no drugs, nor adulterated or substituted). Approximately 15 percent must be positive for one or more of the five drugs involved in DOT tests, and approximately 10 percent must either be adulterated with a substance cited in HHS guidance or substituted (i.e., having specific gravity and creatinine meeting the criteria of §40.93(b)).

(1) All negative, positive, adulterated, and substituted blind specimens you submit must be certified by the supplier and must have supplier-provided expiration dates.

(2) Negative specimens must be certified by immunoassay and GC/MS to contain no drugs.

(3) Drug positive blind specimens must be certified by immunoassay and GC/MS to contain a drug(s)/metabolite(s) between 1.5 and 2 times the initial drug test cutoff concentration.

(4) Adulterated blind specimens must be certified to be adulterated with a specific adulterant using appropriate confirmatory validity test(s).

(5) Substituted blind specimens must be certified for creatinine concentration and specific gravity to satisfy the criteria for a substituted specimen using confirmatory creatinine and specific gravity tests, respectively.

(d) You must ensure that each blind specimen is indistinguishable to the laboratory from a normal specimen.

(1) You must submit blind specimens to the laboratory using the same channels (e.g., via a regular collection site) through which employees' specimens are sent to the laboratory.

(2) You must ensure that the collector uses a CCF, places fictional initials on the specimen bottle label/seal, indicates for the MRO on Copy 2 that the specimen is a blind specimen, and discards Copies 4 and 5 (employer and employee copies).

(3) You must ensure that all blind specimens include split specimens.

[65 FR 79526, Dec. 19, 2000, as amended at 73 FR 35971, June 25, 2008]

#### **§ 40.105 What happens if the laboratory reports a result different from that expected for a blind specimen?**

(a) If you are an employer, MRO, or C/TPA who submits a blind specimen, and if the result reported to the MRO is different from the result expected, you must investigate the discrepancy.

(b) If the unexpected result is a false negative, you must provide the laboratory with the expected results (obtained from the supplier of the blind specimen), and direct the laboratory to determine the reason for the discrepancy.

(c) If the unexpected result is a false positive, adulterated, or substituted result, you must provide the laboratory with the expected results (obtained from the supplier of the blind specimen), and direct the laboratory to determine the reason for the discrepancy. You must also notify ODAPC of the discrepancy by telephone (202-366-3784) or e-mail (addresses are listed on the ODAPC website, <http://www.dot.gov/ost/dapc>). ODAPC will notify HHS who will take appropriate action.

[65 FR 79526, Dec. 19, 2000, as amended at 73 FR 35971, June 25, 2008]

#### **§ 40.107 Who may inspect laboratories?**

As a laboratory, you must permit an inspection, with or without prior notice, by ODAPC, a DOT agency, or a DOT-regulated employer that contracts with the laboratory for drug testing under the DOT drug testing program, or the designee of such an employer.

#### **§ 40.109 What documentation must the laboratory keep, and for how long?**

(a) As a laboratory, you must retain all records pertaining to each employee urine specimen for a minimum of two years.

(b) As a laboratory, you must also keep for two years employer-specific data required in §40.111.

(c) Within the two-year period, the MRO, the employee, the employer, or a DOT agency may request in writing that you retain the records for an additional period of time (e.g., for the purpose of preserving evidence for litigation or a safety investigation). If you receive such a request, you must comply with it. If you do not receive such a request, you may discard the records at the end of the two-year period.

#### **§ 40.111 When and how must a laboratory disclose statistical summaries and other information it maintains?**

(a) As a laboratory, you must transmit an aggregate statistical summary, by employer, of the data listed in Appendix B to this part to the employer on a semi-annual basis.

(1) The summary must not reveal the identity of any employee.

(2) In order to avoid sending data from which it is likely that information about an employee's test result can be readily inferred, you must not send a summary if the employer has fewer than five aggregate tests results.

(3) The summary must be sent by January 20 of each year for July 1 through December 31 of the prior year.

(4) The summary must also be sent by July 20 of each year for January 1 through June 30 of the current year.

(b) When the employer requests a summary in response to an inspection, audit, or review by a DOT agency, you must provide it unless the employer had fewer than five aggregate test results. In that case, you must send the employer a report indicating that not enough testing was conducted to warrant a summary. You may transmit the summary or report by hard copy, fax, or other electronic means.

(c) You must also release information to appropriate parties as provided in §§40.329 and 40.331.

(d) As a laboratory, you must transmit an aggregate statistical summary of the data listed in Appendix C to this part to DOT on a semi-annual basis. The summary must be sent by January 31 of each year for July 1 through December 31 of the prior year; it must be sent by July 31 of each year for January 1 through June 30 of the current year.

[65 FR 79526, Dec. 19, 2000, as amended at 73 FR 35971, June 25, 2008]

#### **§ 40.113 Where is other information concerning laboratories found in this regulation?**

You can find more information concerning laboratories in several sections of this part:

§40.3—Definition.