

FLORIDA DEPARTMENT OF TRANSPORTATION
**STANDARD WRITTEN AGREEMENT
MODIFICATION # 3**

375-040-07
PROCUREMENT
03/17

Agreement No. BE897
Financial Project I.D. _____
Vendor No. F541497463-002
Procurement No. DOT-RFP-20-9030-GH
DMS Catalog Class No. 85121810, 85451401

Renewal # 2

09/28/23

This Agreement, made and entered into on _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and First Hospital Laboratories, Inc. dba Vault Health, duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on December 17, 2019 entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish certain services in connection with Third Party Administration of Federally-Mandated Drug and Alcohol Testing Services; and

WHEREAS, said Original Agreement has a renewal option that provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the Original Agreement and any written amendments signed by the parties;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree as follows:

- 1. Said Original Agreement is renewed for a period beginning 1/1/2024 and ending 12/31/2024.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

First Hospital Laboratories, Inc. dba Vault Health

Name of Vendor _____

DocuSigned by:
BY: Bert Smith

Authorized Signature
Robert O. Smith

(Print/Type)
CFO / Treasurer

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: Kim Holland

Kim Holland, P.E.
(Print/Type)

Title: Assistant Secretary, Strategic Development

FOR DEPARTMENT USE ONLY

APPROVED:

DocuSigned by:
Paul Baker
Procurement Office

LEGAL REVIEW

DocuSigned by:
Giselle Justo

Exhibit "A"
Scope of Services

**Third Party Administration
of Federally-Mandated
Drug and Alcohol Testing Services**



Administered by the
Florida Department of Transportation
In cooperation with the
Florida Department of Education

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Glossary of Terms and Acronyms

ATF means Alcohol Testing Form

CCDAPP means Certification Commission for Drug and Alcohol Program Professionals

CFR means Code of Federal Regulation

Collection site means a facility where a qualified individual collects a urine specimen from a donor for the purpose of a federally-mandated or employer-authorized drug test

CSAPA means Certified Substance Abuse Program Administrator

CDAPA-MC means Certified Drug and Alcohol Program Administrator-Motor Carrier

CDAPA-T means Certified Drug and Alcohol Program Administrator-Transit

DER means Designated Employer Representative

Donor means an applicant or employee donating a urine specimen that will be for the purpose of federally-mandated drug testing

DOT-qualified means a service agent who meets the qualification requirements in accordance with USDOT rule, 49 CFR Part 40, as amended.

FDOT means Florida Department of Transportation

FDOE means Florida Department of Education

FLDFWP means Florida Drug Free Workplace testing, per FL Statute 112.055

FTA means Federal Transit Administration

FMCSA means Federal Motor Carrier Safety Administration

HHS means US Department of Health and Human Services

MFR means Memorandum for Record

MRO means Medical Review Officer

NON-DOT means employer authorized, non-federal drug and alcohol tests

ODAPC means the federal Office of Drug and Alcohol Policy and Compliance

POC means Point of Contact

SAP means a DOT-qualified Substance Abuse Professional

TPA means Third Party Administrator

USDOT means United States Department of Transportation

User Agency means the individual employer entering into a purchase agreement with the TPA to purchase services in accordance with the contract terms herein

Part 1: Background and General Requirements

1.0: Contract Purpose and Description

The purpose of the following Scope of Services is to contract with a third-party administrator (TPA) to provide turn-key, comprehensive drug and alcohol testing services that will benefit USDOT-regulated transportation employers throughout the state of Florida. The USDOT-regulated employers eligible to purchase services under this contract will include two groups:

Employer Group One: Florida employers who are required to comply with Federal Transit Administration (FTA) regulations. This group of employers will include direct grantees and sub-recipients of FTA Section 5309, 5307 and 5311 funding as well as contractors providing public transportation on behalf of a direct grantee or sub-recipient, within the state of Florida.

Employer Group Two: Florida employers who are required to comply with Federal Motor Carrier Safety Administration (FMCSA) regulations. This group of employers will include student transportation providers such as county school boards and charter schools, as well as city and county governments and non-profit organizations whose employees are required to possess a commercial driver's license.

The successful proposer will provide drug and alcohol testing administrative services in accordance with this Scope of Service to the employer groups, herein referred to as "user agencies". The combined number of drug and alcohol tests conducted by user agencies on an annual basis is estimated at 12,500.

2.0: Experience, Qualifications and Technology Requirements of a Responsive Proposer

A responsive proposer will provide documentation of the following:

- A minimum of seven years of experience as a TPA of federally-compliant drug and alcohol testing programs
- A minimum of five current FTA-covered clients. FTA clients are direct grantees or sub-recipients of FTA funding and public transportation contractors operating on behalf of a direct grantee or sub-recipient agency.
- A minimum of five current FMCSA-covered clients.
- A minimum of two company officials who currently hold a valid certification from the Certification Commission for Drug and Alcohol Program Professionals as a CSAPA, CDAPA-MC or CDAPA-T
- A designated point of contact with a minimum of three years of experience in the administration of federal testing programs and comprehensive knowledge of FTA and FMCSA regulations
- Ability to establish an individual laboratory testing account for each user agency.

- Ability to prepare individual purchase agreements with each user agency
- Ability to provide DOT-qualified service agents throughout the state of Florida that meet the terms of this Scope of Services.
- Ability to provide employer authorized drug and alcohol testing as a user agency option
- Technology requirements:
 - a. After-hour contact procedures that include a response time of no greater than 30-minutes for a user agency's post-accident and reasonable suspicion testing needs
 - b. Secure electronic mail communication
 - c. Company website that meets the following standards:
 - i. Provides user agencies with secure, password-protected access to drug test results and statistical reports as described within the Scope of Services.
 - ii. Provides contract administrator or designated representative with access to user agency account data (applicable to the FTA group only)
 - iii. Servers that are able to process large volumes of data without interruption in service and are:
 1. Equipped with data encryption software
 2. Equipped with a back-up system that will retain data in accordance with record retention periods per 49 CFR Parts 40, 655 and 382

Proposers not meeting the minimum requirements for experience and qualifications and/or technology needs will be deemed no-responsive. Proposals submitted by those deemed non-responsive will not be considered.

3.0: Acceptable Examples of Experience, Qualifications and Technology Requirements

The following are examples of documents that a responsive proposer may include to demonstrate experience, qualifications and technology specifications in accordance with 2.0:

- Name, address and phone number of current FTA-covered & FMCSA-covered clients
- Letters of recommendation from current, active clients that demonstrate the proposer's tenure of service
- CSAPA, CDAPA-MC and/or CDAPA-T certification documents from company officials
- Statement from HHS certified laboratories demonstrating active accounts
- Bio and resume of the point of contact to be assigned to user agencies demonstrating a minimum of three years of experience
- MRO credentials, qualifications and certifications
- Description of procedures for responding to after-hours calls within 30 minutes
- Access to company website in "trial mode"

Part II: Scope of Services

1.0: Urine Specimen Collection Services

- 1.1. The TPA must maintain a network of DOT-qualified urine specimen collectors throughout the state of Florida that are regularly and actively engaged in the business of conducting urine specimen collections for DOT-covered employers.
- 1.2. The TPA must ensure that all urine specimen collectors are trained in accordance with 49 CFR Part 40.33 and are able to conduct specimen collections in accordance with 49 CFR Part 40, as amended, and the USDOT Specimen Collection Guidelines.
- 1.3. The TPA must maintain training qualification documentation for all specimen collectors that are approved and assigned for use. The collector training qualification documentation must be provided to the user agency, a federal or state auditor, the contract administrator or a designated representative acting on behalf of the contract administrator, upon request and within two business days.
- 1.4. The TPA must approve and assign to each user agency, a minimum of two urine specimen collection facilities or mobile on-site collectors that meet the following criteria:
 - Collection sites must be located within 20 miles of the user agency's primary location.
 - Collection sites must operate a minimum of five days per week and at least eight consecutive hours per day.
 - Collection sites and mobile collectors must meet the standards for privacy and security per 49 CFR Part 40.41 and 40.43.
 - Collection sites and mobile collectors must maintain the supplies and materials necessary to complete a DOT urine specimen collection per 49 CFR Part 40.45-40.51. Urine specimen collectors must use the most current Federal Custody and Control Form for all DOT collections
 - Collectors must be willing and able to conduct direct observation collections in accordance with 49 CFR Part 40.67 throughout all hours the collection site operates and must employ a minimum of one male and one female urine specimen collector (or observer) for the purpose of conducting direct observation collections when required.
- 1.5. In the rare event that the TPA cannot provide a urine specimen collection site within the required parameters of Section 1.4, the TPA must provide an on-site mobile specimen collector at no additional charge, beyond the unit cost per test.
- 1.6. The TPA must also approve and assign to each user agency a minimum of one mobile urine specimen collection resource for emergency, after-hours testing. The mobile urine specimen collection resource must be available 24 hours per

day, seven days per week, including federal holidays. Costs associated with the use of mobile collection services must not exceed 250.00, per event. A urine collection and alcohol test performed at the same time constitutes one testing event. The TPA is not authorized to invoice the user agency for an amount greater than the mobile collector's after-hours charge, plus the unit price per test.

- 1.7 The TPA must ensure that a non-fatal flaw occurring at the point of collection is promptly corrected and a memorandum for the record (MFR) is supplied in a timely manner so as not to create a fatal flaw.
- 1.8 The TPA must address and respond in writing, to all concerns of collection site non-compliance that are raised by user agencies, the contract administrator or a designated representative. The TPA must respond to the concerned party within two business days of the initial notification and must follow these procedures:
 - I. To determine the validity of the concern raised, the TPA must review all associated testing documents to assess the collection site's compliance with 49 CFR Part 40 as amended, and the USDOT Specimen Collection Guidelines.
 - II. As applicable, the TPA must deliver corrective action requirements to violating collectors and/or collection sites within five business days of the determination of non-compliance. The TPA must provide copy of the corrective action notice to the user agency and contract administrator or designated representative.
 - III. The TPA must provide user agencies with an alternative USDOT-qualified specimen collector when a collector or collection site fails to comply with the corrective action requirements imposed by the TPA.
- 1.9 The TPA must ensure that collectors receive error correction training following all fatal flaws that result in canceled tests and must maintain documentation of error correction training.
- 1.10 The TPA must supply the contract administrator or designated representative(s) a quarterly report of all fatal flaws that includes:
 - Collector name
 - Collector address
 - Collection date
 - Specimen ID number
 - Description of fatal flaw
 - Date of error correction training
 - Name of individual conducting error correction training

2.0: Collection Site Compliance Monitoring

- 2.1 On a quarterly basis, the TPA must perform on-site compliance monitoring inspections of at least three urine collection facilities assigned to user agencies.
- 2.2 The contract administrator or designated representative will select three collection sites within a reasonable distance of one another and provide the list to the TPA within the first 10 days of each new testing quarter.
- 2.3 The contract administrator or designated representative will provide the TPA with an inspection checklist to be used to determine collector compliance with the requirements of 49 CFR Part 40, as amended, and the USDOT Specimen Collection Guidelines.
- 2.4 The TPA must submit the completed checklist report to the contract administrator or designated representative, no later than ten days after the completion of the inspection.
- 2.5 The TPA must provide any necessary error correction training to bring a collection site into compliance when a collection site is determined to be non-compliant as a result of an on-site inspection or when a state or federal audit of the collection site results in one or more areas of concern or deficiencies.
- 2.6 The TPA must provide the contract administrator or designated representative, documentation of the notice of corrective action requirement and the error correction training delivered to the collection site by the TPA.
- 2.7 The TPA must ensure that alternative DOT-qualified collectors meeting the criteria in section 1.4 of this Scope of Services are provided to user agencies when a collection site is deemed non-compliant and does not implement corrective action requirements.
- 2.8 The TPA will notify the contract administrator when the Office of Drug and Alcohol Policy and Compliance (ODAPC) has issued a Public Interest Exclusion involving any collection site or collector being utilized by a user agency and must assign an alternative qualified collection site or collector.

3.0: Urine Specimen Analysis

- 3.0 The TPA must ensure that all specimens are analyzed at a laboratory that is certified by the Department of Health and Human services under the National Laboratory Certification Program (NLCP) for testing of urine specimens collected under the authority of the Department of Transportation.
- 3.1 The TPA must ensure that documentation of laboratory certifications is provided to the user agency, a federal or state auditor, the contract administrator or a designated representative acting on behalf of the contract administrator, upon request and within two business days.

- 3.2 The TPA must ensure that the processing of incoming specimens, the analysis of specimens and the reporting of laboratory results is conducted in accordance with 49 CFR Part 40- Subpart F, as amended.
- 3.3 The TPA must ensure that at least one qualified forensic toxicologist is available upon request, to provide litigation assistance to include expert witness testimony and depositions.
- 3.4 The TPA must ensure that all Medical Review Officers assigned to review laboratory reports and verify lab confirmed results do not have, or will not enter into a relationship, partnership or affiliation with any laboratory that could create a conflict of interest or the appearance of a conflict of interest between the MRO and the laboratories.
- 3.5 The TPA must ensure that in the event of an issuance of a Public Interest Exclusion (PIE) involving a laboratory that analyzes specimens for a user agency, the contract administrator will be notified, and an alternative laboratory will be immediately assigned.

4.0: Medical Review Officer Services

- 4.1 The TPA must ensure that user agencies are provided with the services of a Medical Review Officer (MRO) who has met the qualification requirements per 49 CFR Part 40.121.
- 4.2 The TPA must ensure that all laboratory results undergo a medical review verification process that is conducted in accordance with 49 CFR Part 40 - Subpart G, as amended.
- 4.3 The TPA must ensure that MRO staff are working directly under the supervision of a qualified and certified MRO.
- 4.4 The TPA must ensure that the MRO is accessible to the donor, by means of a toll-free telephone number, a minimum of twelve hours per day; seven days per week, excluding national holidays.
- 4.5 The TPA must ensure that a MRO or MRO staff member reports verified positive, adulterated or substituted drug test results verbally to the user agency's DER on the same day, or next business day, following the MRO verification of the result and in accordance with 49 CFR Part 40.163, 165, 167.
- 4.6 The TPA must ensure that the MRO and MRO staff members implement a means of secure identification prior to communicating verified positive, adulterated or substituted drug test results to a user agency's DER, 49 CFR Part 167(b)(2).
- 4.7 The TPA must ensure that the MRO and MRO staff members are accessible to the user agency's DER to consult on topics such as a donor's shy bladder or shy lung medical evaluation, medication use, medical conditions, etc. Consultations of this type must be inclusive of the unit cost per test.

- 4.8 The TPA must ensure that Medical Review Officers address significant safety concerns regarding a donor's medication use or medical condition in accordance with 49 CFR Part 135 (e) and are available to speak with a prescribing physician up to five days following the interview with the donor.
- 4.9 The TPA must ensure that the Medical Review Officer is available to assist user agencies with expert testimony or depositions should an MRO verified result become the focus of litigation brought against a user agency. The user agency will only be responsible for reimbursing the Medical Review Officer for actual expenses incurred while performing these services.
- 4.10 The TPA must ensure that in the event of an issuance of a Public Interest Exclusion (PIE) involving an MRO whose services are assigned for use under this contract, the contract administrator will be notified, and an alternative MRO will be immediately assigned.

5.0: Result Reporting and Record Maintenance

- 5.1 The TPA must ensure that the specific urine drug test result reporting procedures are performed in accordance with the requirements of 49 CFR Part 40.163.
- 5.2 The TPA must ensure that MRO verified negative results are reported to user agencies as soon as possible following verification. Non-flawed, lab-confirmed negative urine specimens should be MRO verified and reported to the user agencies within approximately 24-48 hours of the specimen's arrival at laboratory.
- 5.3 The TPA must ensure that the MRO provides a written report following MRO verification of all results, that includes the following:
 - Full name of donor (as indicated on CCF)
 - Specimen identification number
 - Donor identification number
 - Reason for testing (test type)
 - Date of the collection
 - Date MRO received copy two of the CCF
 - Result of the test
 - Date result was verified by the MRO
 - If canceled, the reason for cancelation
 - If deemed a Refusal to Test, the reason for the refusal determination
- 5.4 The TPA must ensure that user agencies are provided the option to have results reported to the user agency's primary or secondary contact in all of the following ways:
 - Via a secure, password protected website
 - Via a secure and confidential electronic mail system

- 5.5 The TPA must ensure that all result reports and associated records are not released to, or cannot be accessed by, any party other than the user agency's primary or secondary contact or contract administrator, where applicable.
- 5.6 The TPA must ensure that all reasonable procedures to protect personal data from unauthorized access, misuse, alteration or disclosure by unauthorized parties are executed at all times and must include the use of data encryption software and secure servers.
- 5.7 The TPA must ensure that all hard copy testing records are maintained in a secure location that is safeguarded against theft, damage and unauthorized access.
- 5.8 The TPA must ensure that all non-negative testing records, both electronic and hard copy are maintained and are accessible to user agencies, for a minimum of five years from date of collection.
- 5.9 The TPA must ensure that all negative testing records, both electronic and hard copy are maintained and are accessible to user agencies, for a minimum of three years from date of collection.

6.0: Alcohol Testing Services

- 6.1 The TPA must establish and maintain a network of USDOT-qualified Screening Test Technicians (STT) and Breath Alcohol Technicians (BAT) throughout the state of Florida that are regularly and actively engaged in the business of conducting alcohol tests for DOT-covered employers. Alcohol testing must be conducted in accordance with 49 CFR Part 40, as amended.
- 6.2 The TPA must approve and assign each user agency, a minimum of two alcohol-testing sites that meet, at a minimum, the following criteria:
 - Alcohol testing sites must be located within 20 miles of the user agency's primary location or account address.
 - Alcohol testing sites must operate a minimum of five days per week and at least eight consecutive hours per day.
 - Alcohol testing sites must be equipped to conduct DOT alcohol screening tests and confirmatory testing on site.
 - Alcohol test technicians must utilize approved devices that are listed on the National Highway Traffic Safety Administration's conforming products list found on the ODAPC website.
 - Breath Alcohol Technicians must ensure that routine calibration and maintenance of the Evidentiary Breath Testing devices is performed per manufacturer's instructions and demonstrate upon request that such calibration and maintenance was performed through documentation.
 - Technicians must utilize the US Department of Transportation Alcohol Testing Form, as amended.

- 6.3 In the rare event that the TPA cannot provide a local STT or BAT within the required parameters of Section 6.2, the TPA must provide on-site mobile collection services to the user agency at no additional charge, beyond the unit cost per test.
- 6.4 The TPA must also approve and assign each user agency a minimum of one mobile alcohol test technician that is equipped with an evidential breath testing device for the purpose of conducting both screening and confirmatory DOT alcohol tests. A mobile alcohol test technician must be available 24 hours per day, seven days per week, including federal holidays. Costs associated with use of mobile alcohol testing services must not exceed 250.00, per event. Alcohol tests performed at the same time as a urine collection constitute one testing event. The TPA is not authorized to invoice the user agency for an amount greater than the mobile technician's after-hours charge, plus the unit price per test.
- 6.5 The TPA must maintain training qualification documentation for all alcohol test technicians that are approved and assigned for use. The training qualification documentation must be provided to the user agency, a federal or state auditor, the contract administrator or a designated representative acting on behalf of the contract administrator upon request.
- 6.6 The TPA must ensure that alcohol test technicians maintain documentation of testing and all pertinent maintenance records, in accordance with 49 CFR Part 40, as amended.
- 6.7 The TPA must obtain, from the alcohol test technician, documentation of all completed alcohol tests for the purpose of maintaining accurate testing records and statistical reports for each user agency.

7.0. Random Testing Program Management

- 7.1 The TPA must generate random selections in accordance with the user agency's applicable DOT agency rule (FTA or FMCSA) and at the appropriate rate to ensure that minimum annual random testing percentages are met.
- 7.2 The TPA must use a scientifically valid method of determining the randomly selected employees. All covered employees must have an equal chance of being selected each time a draw is made, in accordance with 49 CFR Part 655.45 and 382.305. The TPA must not generate "alternate" or "replacement" selections within the testing period. All alternate selections must be included on the user agency's selection list, per testing period.
- 7.3 The TPA must provide instruction to user agencies to facilitate the submission of each user agency's list of safety-sensitive employees to be included in the random testing program.

- 7.4 The TPA must allow for the submission of updated employee lists up to ten days prior to the first day of a new testing period. If the user agency has not submitted an updated list of current safety-sensitive employees ten days prior to a new testing period, the TPA must generate selections using the employee database on record from the previous testing period.
- 7.5 The TPA must prepare and deliver random selections to each user agency's primary or secondary contact within the first three business days of the new testing period by means of a secure and password protected website, secure electronic mail, or secure fax; whichever is the user agency's preferred method.
- 7.6 The TPA must ensure that the transmission of the random selection lists to the user agency's primary or secondary contact must be conducted in a manner which will provide documentation of user agency's receipt of the selection list to include the date and time the list was transmitted and received by the user agency.
- 7.7 In the event that the user agency's primary or secondary contact is a safety-sensitive employee whose name appears on the random selection list, the TPA must ensure that the transmission of the list is conducted at an appropriate time of day to allow for the recipient to proceed immediately for testing, in accordance with applicable regulations.
- 7.8 The TPA must provide, upon request by the contract administrator, or a designated representative, the random testing selection lists for previous testing periods, for the purpose of compliance monitoring.

8.0: Electronic Records Access

- 8.1 The TPA must provide and maintain a secure and password-protected, searchable web-based database from which user agencies may access their testing data and results by the following parameters:
 - Reason for test
 - Testing authority (FTA/FMCSA)
 - Specimen Type (Breath/Urine)
 - Specimen collection Date
 - MRO-verified Test Result
 - Specimen ID
 - Donor ID
 - List of all testing conducted during a 12-month period
- 8.2 The TPA must provide access to the electronic database as described in 8.1 to the contract administrator and designated representatives for the purpose of compliance oversight. Note: this requirement is applicable to FTA-covered user agency accounts only.

9.0: Audit Response and Support

9.1 In the event that a user agency's testing program is subject to a drug and alcohol testing program compliance audit by a state or federal authority, the TPA must lend support to the user agency to include, at a minimum, the following functions:

- Gathering and/or producing copies of testing records, custody and control forms, alcohol testing forms, memorandums, result certificates, service provider qualifications, statistical reports, and all other documents requested by auditors for the purpose of evaluating compliance to drug and alcohol testing regulations
- Cooperation and coordination in responding to state and federal audit questionnaires directed at TPA approved and assigned collection sites and/or mobile collectors
- Cooperation and coordination in responding to state and federal audit questionnaires directed at the TPA
- Cooperation and coordination in responding to state and federal audit questionnaires directed at the Medical Review Officer
- Cooperation and coordination in responding to state and federal audit questionnaires directed at the laboratories used to analyze urine specimens
- Assistance in developing corrective action plans and responses to negative audit findings that are related to any of the services provided as part of this Scope of Services.

10.0: Substance Abuse Professional Referrals

10.1 The TPA must maintain a database of DOT-qualified Substance Abuse Professionals (SAP) to include their name, address and service locations within the state of Florida.

10.2 The TPA must provide a list of at least two qualified professionals located within 50 miles of the user agency's primary location, upon user agency request.

11.0: Florida Drug Free Workplace Testing Services

11.1 The TPA must be able to provide, as a user agency option, drug and alcohol testing in accordance with Florida Statutes, Chapter 59A-24 and 112.0455-known as Florida Drug Free Workplace Testing. *NOTE: A unit cost will not be required for this optional service. Pricing must be negotiated with user agencies as part of the individual purchase agreement.*

12.0: Employer Authorized (NON-DOT) Testing Services

- 12.1 The TPA must be able to provide, as a user agency option, employer authorized NON-DOT urine drug testing that mirrors the testing procedures of 49 CFR Part 40, as amended. *NOTE: A unit cost will not be required for the optional service. Pricing must be negotiated with user agencies as part of the individual purchase agreement.*

13.0: Designated Point of Contact

- 13.1 In order to facilitate familiarity with each user agency's DER and specific testing needs, the TPA must assign a point of contact (POC) to the user agency accounts. The TPA may assign a single POC per employer group. For example, one POC for FMCSA-covered employers and one POC for FTA-covered employers.
- 13.2 The POC must be able to demonstrate comprehensive knowledge of federally-mandated drug and alcohol testing regulations and be able to provide accurate technical assistance and regulatory guidance to user agencies.
- 13.3 The POC must be available to provide user agency DERs with training related to the use of the TPA's result reporting system, submittal of random pool updates and other tools used in the administration of the testing program.
- 13.4 The point of contact assigned to FTA-covered employers must attend the free FTA Drug and Alcohol Program National Conference or a free FTA One-Day Regional Seminar, at least once, during the contract period.

14.0: Invoicing Requirements

- 14.1 The TPA must establish independent billing accounts for each user agency.
- 14.2 The TPA must invoice user agencies directly for the testing the user agency has conducted on a monthly basis, in arrears.
- 14.3 The unit cost per test for a urine drug test will include the urine specimen collection, specimen analysis, medical review and result reporting as well as all administrative functions as described within the Scope of Services.
- 14.4 The unit cost per test for an alcohol test will include the alcohol test technician's fee and all associated administrative functions as described within the Scope of Services
- 14.5 The invoices must include the date of collection, specimen ID number, donor ID number and test type for each test being invoiced.
- 14.6 The TPA must notify the contract administrator or a designated representative of the intention to suspend a user agency's testing account on the basis of non-payment.

15.0 Timely Payment to Service Agents

- 15.1 TPA must ensure timely payment to service agents who have provided services to user agencies under the terms of this contract. Payment for urine specimen collections must be made within sixty days of the specimen collection. Payment for alcohol testing must be made no later than sixty days after TPA receives the ATF from the technician.

EXHIBIT "B" – PRICE PROPOSAL FORMRFP Number: DOT-RFP-20-9030-GHRFP Title: TPA of Federally-Mandated Drug and Alcohol Testing Services**AS SPECIFIED IN EXHIBIT "A", SCOPE OF SERVICES****Section I: Drug Testing Services****Statewide Unit Price**

1. DOT Urine Drug Testing Services as specified:

\$ 35.00 / test**Section II: Alcohol Testing Services****Statewide Unit Price**

1. DOT Alcohol Testing Services as specified:

\$ 29.00 / test**Note:**

Employer authorized drug and alcohol testing using customized testing panels (i.e., FL Drug-Free Workplace and NON-DOT testing, and/or expanded opiates) will be negotiated separately with each user agency choosing to purchase the optional product.

RENEWAL: (see Special Condition 33).

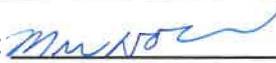
THE UNIT PRICE(S) WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: First Hospital Laboratories, Inc.
dba FSSolutions FEID # 54-147463

Address: 100 Highpoint Drive, Suite 102 City, State, Zip Chalfont, PA 18914

Authorized Signature:  Date: 10/18/2019

Printed / Typed: Michael Koffler Title: President & CEO

VENDOR CONTACT INFORMATION

RFP Number: DOT-RFP-20-9030-GH

Title: TPA of Federally-Mandated Drug and Alcohol Testing Services

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): F54-1497463-001

VENDOR: First Hospital Laboratories, Inc. dba Vault Health

ADDRESS: 16450 Collections Center Drive

CITY, STATE, ZIP: Chicago, IL 60693

TELEPHONE: 215-396-5517

TOLL FREE NO.: 800-732-3784 FAX NO.: 215-422-3527

E-MAIL: mvadis@vaulthealth.com

SERVICE INFORMATION: DIRECT QUESTIONS TO:

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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**CONTRACT (Purchase Order) # BE897**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S. Department of Transportation (hereinafter "USDOT"), notwithstanding anything to the contrary in this Agreement.
- C. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the USDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Contractor, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- H. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

protect the interests of the United States.

- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by USDOT regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises ("DBE"): The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). The statement that follows shall be included in all subsequent agreements between the Contractor and any sub-contractor or contractor:

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

Pursuant to 49 CFR 26.11(c) , the Contractor shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation's Equal Opportunity Compliance (EOC) system. The Contractor shall request access to the EOC system using Form No. 275-021-30.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

O. The Florida Department of Transportation hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Florida Department of Transportation, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Florida Department of Transportation further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

P. The Contractor hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract (except a bona fide employee or Agency); or
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract (except a bona fide employee or Agency).

The Contractor further acknowledges that this Agreement will be furnished to the Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended (where applicable).

R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (where applicable).