

MEMORANDUM

Agenda Item No. 11(A)(5)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

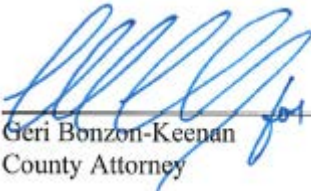
DATE: June 16, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving
intergovernmental agreement
with the Public Health Trust of
Miami-Dade County d/b/a
Jackson Health System to
provide employee testing and
medical assessment services for
an initial five-year term and a
two-year option to renew term
for a total contract amount not to
exceed \$19,853,000.00; and
authorizing the County Mayor to
execute the agreement and
exercise all provisions contained
therein, including renewal,
cancellation, and termination
provisions

Resolution No. R-550-26

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Anthony Rodriguez.


Geri Bonzon-Keenan
County Attorney

GBK/gh



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: June 16, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(5)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(5)
6-16-26

RESOLUTION NO. _____ R-550-26

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY D/B/A JACKSON HEALTH SYSTEM TO PROVIDE EMPLOYEE TESTING AND MEDICAL ASSESSMENT SERVICES FOR AN INITIAL FIVE-YEAR TERM AND A TWO-YEAR OPTION TO RENEW TERM FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$19,853,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING RENEWAL, CANCELLATION, AND TERMINATION PROVISIONS

WHEREAS, Miami-Dade County (the "County") requires testing and medical assessments of many of its employees including but not limited to pre-employment physical examinations, high stress examinations for employees within designated classifications, in-service fitness-for-duty assignments and drug and alcohol testing; and

WHEREAS, the Public Health Trust of Miami-Dade County, doing business as Jackson Health System ("Jackson Health"), possesses the personnel, facilities, expertise, and resources necessary to provide the required employee testing and medical assessments services to the County; and

WHEREAS, accordingly, the County has a positive history of intergovernmental agreements with Jackson Health for employee testing and medical assessment services; and

WHEREAS, for example, on December 4, 2018, the Board of County Commissioners (the "Board") adopted Resolution No. R-1247-18 approving an intergovernmental agreement with Jackson Health for employee testing and medical assessment services; and

WHEREAS, on October 18, 2022, the Board adopted Resolution No. R-986-22 increasing the contract amount with Jackson Health for employee testing and medical assessment services up to a total amount not to exceed \$19,012,000.00; and

WHEREAS, the 2018 agreement with Jackson Health for employee testing and medical assessment services expires in June 2026; and

WHEREAS, the County's administration and Jackson Health have negotiated an agreement to replace the agreement this Board previously approved pursuant to Resolution No. R-1247-18; and

WHEREAS, the proposed replacement agreement with Jackson Health is for an initial term of five years not to exceed \$14,100,000.00 and a two-year option-to-renew term not to exceed \$5,753,000.00 for a total contract amount not to exceed \$19,853,000.00; and

WHEREAS, this Board desires to approve the negotiated replacement agreement with Jackson Health to provide employee testing and medical assessment services and authorize the County Mayor or County Mayor's designee to exercise the provisions contained therein including renewal, cancellation and termination provisions,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board approves the Intergovernmental Agreement with Jackson Health for Employee Testing and Medical Assessment Services, in substantially the form attached and made a part hereof, for an initial five-year term and a two-year option-to-renew term for a total contract amount not to exceed \$19,853,000.00.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the Intergovernmental Agreement with Jackson Health approved herein and exercise all the provisions of the agreement including renewal, cancellation and termination provisions.

The Prime Sponsor of the foregoing resolution is Chairman Anthony Rodriguez. It was offered by Commissioner **Kionne L. McGhee** , who moved its adoption. The motion was seconded by Commissioner **Vicki L. Lopez** and upon being put to a vote, the vote was as follows:

	Anthony Rodriguez, Chairman	aye
	Kionne L. McGhee, Vice Chairman	aye
Marleine Bastien	aye	Juan Carlos Bermudez aye
Sen. René García	absent	Oliver G. Gilbert, III aye
Roberto J. Gonzalez	aye	Keon Hardemon aye
Danielle Cohen Higgins	aye	Vicki L. Lopez aye
Natalie Milian Orbis	aye	Raquel A. Regalado aye
Micky Steinberg	aye	

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of June, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in cursive script, appearing to read "E. W. Gonzalez", written over a horizontal line.

Eduardo W. Gonzalez

Employee Testing & Medical Assessment Services

Intergovernmental Agreement

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between The Public Health Trust d.b.a Jackson Health System an agency of Miami Dade County/Public Health Trust and existing under the laws of the State of Florida, having its principal office at 1611 N.W. 12th Avenue , Miami, Florida 33136 (hereinafter referred to as the "Agency"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Agency has offered to provide employee testing and medical assessment services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Agency such employee testing and medical assessment services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), and Business Associate Agreement (Appendix C), Miami-Dade County's Employee Medical Assessment and Testing Procedure Protocols A-G (Appendix D) and all associated addenda and attachments, the Agency's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, People Internal

Operation Department Resources Department, or the duly authorized representative designated to manage the Contract.

- d) The word "Agency" or "Contractor" to mean The Public Health Trust d.b.a Jackson Health System and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Agency to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Project Liaison" to mean the duly designated representative of the Agency and Contractor who will communicate with the Contract Manager or Project Manager.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Agency.
- l) The word "subAgency" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Agency, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Agency and whether or not in privity of Contract with the Agency.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Agency or Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Appendices to these terms and conditions (the Scope of Services, Price Schedule, Business Associate Agreement and Miami-Dade County's Employee Medical Assessment and Testing Procedure Protocols A-G), 3) the Miami-Dade County's associated addenda and attachments thereof, and 4) the Agency's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Agency shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Agency acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Agency shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Agency shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Agency acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Agency agrees to provide input on policy issues in the form of recommendations. The Agency agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Agency agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date set forth on the first page and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of an additional 24 months, after which the County, at its sole discretion, reserves the right to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Agency in writing of the extension. If the County chooses to extend the Contract for up to one hundred eighty (180) calendar days, then any extension beyond this initial one hundred-eighty (180) calendar day extension period must be made by mutual agreement between the County and the Agency, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County**a) to the Project Manager:**

Miami-Dade County
Labor Relations and Employee Records Division, People Internal Operation
Department
111 N. W. 1 Street, Suite 2140
Miami, FL 33128
Attention: Michael Edwards
Phone: (305) 375-2479
Fax: (305) 375-4138
E-mail: MXX@miamidade.gov

and,

b) to the Agreement Manager:

Miami-Dade County
Finance and Budget Division, People Internal Operation Department
111 N.W. 1st Street, Floor 24
Miami, FL 33128-1974
Attention: Ingrid Martinez
Phone: (305) 375-1334
Fax: N/A
E-mail: ingridM@miamidade.gov

(2) To the Agency

Jackson Health System
1611 N.W. 12th Avenue – Park Plaza West – Suite I
Miami, Florida 33136-1096
Attention: SVP and CEO, Ambulatory Services
Phone: (305) 585-5626
Mobile: (
Fax: (305) 585-6960
E-mail: caridad.nieves@jhs-miami.org

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee and may be in the form of an email.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Agency warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Agency deemed necessary in order to determine the price the Agency will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stipulated in Appendix B – Price Schedule. The County shall have no obligation to pay the Agency any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Agency.

All Services undertaken by the Agency before County's approval of this Contract shall be at the Agency's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the initial term of the Contract. The prices for any option or extension periods will be in accordance with Appendix B – Price Schedule. However, the Agency may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Agency agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Agency, which are directly attributable or properly allocable to the Services, the Agency will bill the County once per month, upon invoices certified by the Agency pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Agency, shall be supported by copies of receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Agency. Agency shall submit invoice electronically in Excel format to the County and include the following itemized information:

- List of each examinee by name, social security number/employee id number/unique

- County number and employee's department number;
- Description of examination and testing services rendered;
- Date of service(s) and examination type code as indicated in Appointment Schedule Form;
- List of additional tests or services performed (Add-Ons), for example body scans, psychological examination, etc. Additionally, Add-Ons will be entered in the County's Medical Records Application by the Agency when required.

Payment will not be processed for services rendered until the complete Physical Examination and Drug/Alcohol Results Package (Electronic Format) is submitted to the County. The Agency shall address all invoice discrepancies as identified by the County and submit requested documentation for consideration and final approval.

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice, as long as all other conditions are satisfied. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted by the Agency to the County as follows:

Miami-Dade County
People Internal Operation Department
111 N. W. 1 Street, Suite 2140
Miami, FL 33128
Attention: PIOD Administration (Michael Edwards / Ingrid Martinez)

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

Jackson Health System (JHS) shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which County may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by JHS. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby JHS shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the Provider arising out of the same incident or occurrence, exceed

the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of JHS.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Agency shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Agency in all aspects of the Services. At the request of the County the Agency shall promptly remove from the project any Agency's employee, sub Agency, or any other person performing Services hereunder. The Agency agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Agency.
- b) The Agency agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Agency's personnel performing services hereunder at the behest of the County. Removal and replacement of any Agency's personnel as used in this Article shall not require the termination and or demotion of such Agency's personnel.
- c) The Agency agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Agency agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Agency warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Agency shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Agency shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE AGENCY

All employees of the Agency shall be considered to be, at all times, employees of the Agency under its sole direction and not employees or agents of the County. The Agency shall supply competent employees. Miami-Dade County may require the Agency to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT AGENCY RELATIONSHIP

The Agency is, and shall be, in the performance of all work services and activities under this Agreement, an independent Agency, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Agency's sole direction, supervision and control. The Agency shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Agency's relationship and the relationship of its employees to the County shall be that of an independent Agency and not as employees and agents of the County.

The Agency does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Agency hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Agency's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Agency shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Agency agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Agency must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Agency and the Project Manager are unable to resolve their difference, the Agency may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor or his designee within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor or his designee, may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Agency's performance or any Deliverable meets the requirements of this Agreement and any specifications with

respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or his designee, participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Agency to the County Mayor or his designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or his designee is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor or his designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the Agency. Except as such remedies may be limited or waived elsewhere in the Agreement, Agency reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Agency, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Agency fails to diligently defend such claims, and thereafter seek indemnity for costs from the Agency.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Agency shall maintain, and shall require that its sub Agencies and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Agency and its sub Agencies and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Agency's books, documents, papers and records and of its sub Agencies and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this

Agreement.

Pursuant to County Ordinance No. 03-2, the Agency will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Agency agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Agency wishes to substitute personnel for the key personnel identified by the Agency's Proposal, the Agency must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Agency shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Agency will cause any part of this Agreement to be performed by a SubAgency, the provisions of this Contract will apply to such SubAgency and its officers, agents and employees in all respects as if it and they were employees of the Agency; and the Agency will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the SubAgency, its officers, agents, and employees, as if they were employees of the Agency. The services performed by the SubAgency will be subject to the provisions hereof as if performed directly by the Agency.
- b) The Agency, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed SubAgency, the portion of the Services which the SubAgency is to do, the place of business of such SubAgency, and such other information as the County may require. The County will have the right to require the Agency not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Agency will inform the SubAgency fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such SubAgency will strictly comply with the requirements of this Contract.
- d) In order to qualify as a SubAgency satisfactory to the County, in addition to the other requirements herein provided, the SubAgency must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the SubAgency must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to

the County that the subcontract will delay, prevent, or otherwise impair the performance of the Agency's obligations under this Agreement. All Sub Agencies are required to protect the confidentiality of the County's and County's proprietary and confidential information. Agency shall furnish to the County copies of all subcontracts between Agency and Sub Agencies and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the SubAgency of its obligations under the subcontract, in the event the County finds the Agency in breach of its obligations, the option to pay the SubAgency directly for the performance by such SubAgency. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any SubAgency hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Agency understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Agency for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Agency. The Agency accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Agency may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by

written notice to the Agency and in such event:

- d) The Agency shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Agency will be compensated as stated in the payment Articles, herein, for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Agency. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - i. the Agency has not delivered Deliverables on a timely basis.
 - ii. the Agency has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Agency has failed to make prompt payment to sub Agencies or suppliers for any Services;
 - iv. the Agency has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Agency's creditors, or the Agency has taken advantage of any insolvency statute or debtor/creditor law or if the Agency's affairs have been put in the hands of a

- receiver;
- v. the Agency has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Agency has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Agency has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Agency's ability to perform the Services or any portion thereof, the County may request that the Agency, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Agency's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Agency for portions of the Services which the Agency has not performed. In the event that the Agency fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of the County, the County may so notify the Agency ("Default Notice"), specifying the basis for such default, and advising the Agency that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Agency to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Agency has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Agency shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Agency shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including

procurement and administrative costs; and,

- c) such other direct damages.

The Agency shall also remain liable for any liabilities and claims related to the Agency's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Agency warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Agency shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Agency at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, and cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Agency shall have the obligation to, at the County's option to (i) modify, or require that the applicable subAgency or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Agency's expense, the rights provided under this Agreement to use the item(s).
- d) The Agency shall be solely responsible for determining and informing the County whether a prospective supplier or subAgency is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Agency shall enter into agreements with all suppliers and sub Agencies at the Agency's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Agency shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Agency or its sub Agencies in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Agency or its employees, agents, sub Agencies or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Agency nor its employees, agents, sub Agencies or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Agency expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Agency shall advise each of its employees, agents, sub Agencies and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subAgency's or supplier's employees, present or former. In addition, the Agency agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Agency shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Agency or its employees, agents, sub Agencies or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Agency shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Agency acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Agency will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has

used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Agency and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all third-party license agreements must also be honored by the Agency's employees with the approval of the lessor or Agency thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Agency will report to the County any information discovered or which is disclosed to the Agency which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Agency's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Agency hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Agency hereunder or furnished by the Agency to the County and/or created by the Agency for delivery to the County, even if unfinished or in process, as a result of the Services the Agency performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Agency as well as its employees, agents, sub Agencies and suppliers may use only in connection of the performance of Services under this Agreement. The Agency shall not, without the prior written consent of the County, use such documentation on any other project in which the Agency or its employees, agents, sub Agencies or suppliers are or may become engaged. Submission or distribution by the Agency to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Agency and its sub Agencies specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Agency nor its employees, agents, sub Agencies or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Agency, or any employee, agent, subAgency or supplier thereof, without the prior written consent of the County, except as required for the Agency's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Agency and its sub Agencies and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Agency hereby grants, and shall require that its sub Agencies and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled

by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Agency shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Agency's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Agency, its officers, agents, employees, sub Agencies and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Agency in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Agency or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Agency. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Agency, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Agency from the Inspector General or IPSIG retained by the Inspector General, the Agency shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Agency's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful sub Agencies and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 32. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Agency agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All Agencies and sub Agencies performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The Agency agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Agency shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Agency, constitute a violation of any law or regulation to which Agency is subject, including but not limited to laws and regulations requiring that Agency conduct its operations in a safe and sound manner.

ARTICLE 33. NONDISCRIMINATION

During the performance of this Contract, Agency agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Agency attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Agency or any owner, subsidiary or other firm affiliated with or related to the Agency is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Agency submits a false affidavit pursuant to this Resolution or the Agency violates the Act or the Resolution during the term of this Contract, even if the Agency was not in violation at the time it submitted its affidavit.

ARTICLE 34. CONFLICT OF INTEREST

The Agency represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Agency in this

Agreement. This Agreement is entered into by the Agency without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Agency directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Agency or to the best of the Agency's knowledge any subAgency or supplier to the Agency.
- c) Neither the Agency nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Agency shall have an interest which is in conflict with the Agency's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Agency provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Agency has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Agency shall promptly bring such information to the attention of the County's Project Manager. Agency shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Agency receives from the Project Manager in regard to remedying the situation.

ARTICLE 35. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Agency without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Agency first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any Agency, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder, except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Agency and its employees, agents, sub Agencies and suppliers will not represent, directly or indirectly, that any product or service provided by the Agency or such parties has been approved or endorsed by the County.

ARTICLE 36. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Agency has with the County, the Agency becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Agency under federal bankruptcy law or any state insolvency law.

ARTICLE 37. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 38. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information" (IIHI), and/or "Protected Health Information" (PHI), shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, included, but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and sub Agencies agree to the same restrictions and conditions that apply to the Agency and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Agency must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 39. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Agency and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

By: _____ Agency
Name: _____
Title: _____
Date: _____
Attest: _____
Corporate Secretary/Notary Public

By: _____ Miami-Dade County
Name: _____
Title: _____
Date: _____
Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

Appendix A

SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the People Internal Operation Department, is contracting for a qualified medical provider to perform a variety of occupational health services in the areas of pre-employment physical examinations for applicants, high stress physical examinations for employees within designated classifications, and fitness for duty examinations and required drug and alcohol testing assessments for current employees in accordance with the established protocols.

2. MINIMUM REQUIREMENTS

- A. Contractor's physicians and Advanced Registered Nurse Practitioners performing Services shall be licensed practitioners by the State of Florida, Department of Health, Division of Medical Quality Assurance.
- B. Contractor's facilities utilized to provide the Services shall be licensed by the State of Florida, Agency for Health Care Administration.

3. SERVICES TO BE PROVIDED

The Contractor shall:

3.1 Conduct, in accordance with Miami-Dade County's Employee Medical Assessment and Testing Procedures Protocols (Appendix D), as applicable: 1) pre-employment physical examinations for applicants (Standard and Modified), 2) high stress physical examinations for designated classifications, and 3) fitness for duty examinations and required drug and alcohol screening testing for current employees.

Attachment	Protocol
A	Standard and Modified Pre-employment Physical Examination Procedures;
A-1	Modified Pre-employment examination for selected applicants
B	Miami-Dade County's Employee Medical Assessment and Testing Procedures - High Stress Physical Examination Procedures;
C	Miami-Dade County Scientific and Administrative Protocol for the Alcohol and Drug Abuse Workplace Policy;
D	Miami-Dade County's Employee Medical Assessment and Testing Procedures - Fitness for Duty Physical Examination;
E	Medical Monitoring and Exposure Testing as Required by OSHA;

F	Department of Transportation's Drug and Alcohol Testing Programs;
F-1	Procedures for Transportation Workplace Drug and Alcohol Testing Programs (<i>Title 49 CFR Part 40</i>);
F-2	Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations (<i>Title 49 CFR Part 655</i>); and
F-3	Controlled Substances and Alcohol Use and Testing (<i>Title 49 CFR Part 382</i>).
<u>G</u>	<u>Firefighter Health Services Protocol</u>

3.2 Perform medical examinations and assessment services by Board Certified Internal Medicine or Family Practice State of Florida licensed physicians. There will be one Medical Director that will oversee the entire MDC program and each facility will be staffed by one licensed physician and one Advanced Registered Nurse Practitioner (ARNP), at a minimum. JHS shall endeavor to make available medical personnel of both genders to perform the medical examinations and assessment services. See Attachment I for Facility, Location, Operation and Services Provided.

3.3 Conduct all appointments for **pre-employment physical examinations** between the hours of 8:00 a.m. - 5:00 p.m., Monday through Friday. The County may request that appointments be conducted on Saturday, when deemed necessary by the County.

3.4 Conduct all appointments for **high stress physical examinations** in two phases (two visits). Appointments for Phase I shall be conducted during the early morning hours of 7:00 a.m.-10:00 a.m., Monday through Friday to limit examinees' fasting time. The County may request that Phase I appointments be conducted on Saturday, if deemed necessary. The second phase (Phase II) shall be conducted no later than 3 days after completion of the Phase I, between the hours of 8:00 a.m. - 5:00 p.m., Monday through Friday. The Contractor shall be assessed liquidated damages in the amount of \$25.00 per examinee who arrives within 10 minutes of their scheduled appointment time and is kept waiting for 30 minutes or longer.

3.5 Perform all appointments for **fitness for duty physical examinations** within 2 days of appointment confirmation by the County. A narrative report of the findings and recommendations of the examination shall be electronically forwarded by the Contractor to the County's Project Manager within 5 business days from completion of the examination. The Contractor shall be assessed liquidated damages in the amount of \$100.00 per day, for fitness for duty reports received later than 5 business days from completion of the examination. Also, please see Appendix E – Performance Standards.

3.6 Operate at least one facility that is open and fully operational 24 hours a day, with the capacity of performing any of the physical examinations and testing services listed herein in accordance with the established protocols. Such facility shall also have the capacity, in case of emergency, to administer a complete High Stress Physical Examination; Phase II, in a single appointment. Such emergency appointments must be authorized by County's Program

Manager. This facility must have the ability to perform an examination in one phase to include to all elements of the Firefighter Health Services Protocol. Provide Tele-Health consultations when authorized by the County's Program Manager.

3.7 Render certified Medical Review Officer's (MRO) services as specified in the established protocol documents. The MRO shall be a licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for reviewing laboratory results generated by applicants and examinees referred by the County, who has specific knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an examinee's confirmed positive test results together with medical history and any other relevant biomedical information. Additionally, the MRO shall be available to provide technical guidance to County staff and expert testimony at any formal proceeding where it may be necessary. The County prefers that 2 MROs be available to render services to the County for continuity of services and efficiencies. All MRO consultations shall be conducted in person, Monday-Friday between the hours of 8:00 a.m. – 5 p.m., unless otherwise requested or approved by the County. MROs providing the services shall be certified and trained in accordance with current Department of Transportation (DOT) regulations (Title 49 CFR Part 40).

3.8 Interpret all X-ray and EKG results utilizing Board Certified specialists (i.e., cardiologist, radiologist (to include B Reader), etc.).

3.9 Complete the re-examination and/or re-testing of employees/applicants who are recommended by Contractor's physician to be temporarily deferred from commencing employment or returning to work, at no additional charge to the County or employee/applicant.

3.10 Facilitate medical reviews by an independent third party, when deemed necessary and as requested by the County, to resolve matters that require a second opinion. The independent third party shall offer a variety of medical services to include: Cardiology, Endocrinology, Gastroenterology, Hematology, Immunology, Oncology, Ophthalmology, Psychiatry, Pulmonology, Neurology and Radiology. Contractor must gain prior approval from the County's Project Manager for authorization of medical services to be rendered by third party. The Contractor shall pay the third party and then invoice the County for the approved services in its monthly itemized invoice to include supporting documentation. The County will reimburse the Contractor for the services rendered by the third party, upon review and approval of itemized invoice.

3.11 Administer the collection of all drug and alcohol screening testing in strict compliance with the established procedures and protocols set forth in the referenced documents. All Breath Alcohol Technicians (BAT) conducting collection services shall be certified and trained in accordance with current DOT regulations (Title 49 CFR Part 40). All Saliva Alcohol Technicians conducting collection services shall be certified and trained in accordance with current DOT regulations (Title 49 CFR Part 40). All Saliva Drug Technicians conducting collection services shall be certified and trained in accordance with current DOT regulations (Title 49 CFR Part 40). (Note: The County reserves the right to conduct unannounced protocol compliance inspections at any time during term of Agreement.)

3.12 Provide secure area for specimen collection within Contractor's facilities. County applicants and employees required to provide specimens shall have minimal contact with other patients and staff at Contractor's facilities.

3.13 Collect all urine specimens utilizing the standard Urine Collection Kits which contain a collection container, plastic specimen bottles, leak-resistant plastic bag, absorbent material and shipping container. Drug/Alcohol Saliva testing kits must be utilized in accordance with DOT regulations when needed.

3.14 Perform on-site specimen collection and medical services 24 hours, 7 days a week on an as needed basis, but no later than within 3 days of County's request. On-site collections shall be performed at a County designated facility or via Contractor's Mobile Unit, if available. The selection of the type of on-site service is entirely at the discretion of the County. Mobile Unit shall be self-contained to ensure examinees' privacy, include a urinal, sink, running water, storage areas with the capacity to store collected samples at proper temperature.

All laboratories utilized for drug and alcohol testing, as stipulated in the established protocol documents, require County approval. The Contractor shall submit specimen collected to labs for testing. The Contractor shall pay the labs for the specimen testing services rendered. Charges for the collection, transportation of specimen, testing and the reporting of results are included in the cost of the respective physical examination. The County reserves the right to approve or disapprove (i.e., add or delete) the laboratories.

3.15 Perform medical monitoring and exposure testing (*medical evaluations and/or tests related to hazardous exposure and safety issues*) in accordance with established protocols. Services may be performed at Contractor's facilities or onsite at the employees' jobsite location, as deemed necessary and scheduled by the County.

3.16 Allow the County and its authorized personnel to perform new hire applicant fingerprinting and administrative processing functions at Contractor's facilities, as deemed necessary by the County and with the accord of the Contractor.

3.17 Provide individual, secure storage lockers at each of the Contractor's facilities, for the use of all examinees. Secure storage lockers should include individual compartment (not shared amongst several examinees) where examinee can place personal belongings and lock with a key that is maintained by the examinee.

3.18 Assist the County in resolving medically related employment issues to include, but not be limited to, American with Disabilities Act (ADA) and Family Medical Leave Act (FMLA) matters, as necessary and requested by the County, in addition to, redesigning forms and updating protocols and procedures.

4. ADMINISTRATIVE and RELATED SERVICES

The Contractor shall perform the following administrative services:

4.1 Designate a Project Liaison who shall serve as liaison between the County and the Contractor on all matters relating to the services listed herein. Designated Project Manager shall be responsible for, and coordinate the functions of, all of Contractor's facilities approved for Services by the County.

4.2 Complete implementation of the Services within thirty (30) days after award. The Contractor will submit for County approval the implementation schedule immediately upon contract execution to allow for the acquisition, installation, configuration, and testing of all equipment to be utilized in rendering the services listed herein.

4.3 Ensure that facilities utilized to provide the Services have the required materials and equipment necessary to conduct physical examinations and drug and alcohol screening tests in accordance with the established protocols. The Contractor shall ensure staff levels necessary to perform the Services listed herein, in addition to, the acquisition, installation, configuration and maintenance of all office equipment and supplies.

4.4 Ensure the maintenance and calibration of the equipment utilized at each facility. All Evidential Breath Testing Devices (i.e., the Intoximeter's Alcomonitor CC) shall be approved by the National Highway Traffic Safety Administration (NHTSA) and automatically generate documented results. The County may require establishing scheduled maintenance intervals for Contractor's equipment utilized in rendering services listed herein, at its sole discretion.

4.5 Ensure Contractor's facilities offer adequate parking (*at no charge*) and reception area staff to accommodate all scheduled examinees. The facilities shall be clean and located in areas that are both safe and convenient for access by employees.

4.6 Mail individual results letter directly to respective employees' home address or by e-mail (when signed consent has been completed), specifying the results of the physical examination, abnormalities and physician's recommendations to include all laboratory results within 7 days of Phase II of the High Stress Physical Examination.

4.7 Conform to the County's data processing requirements and interface with administrative and reporting systems. The Contractor shall access the County's Peoples Internal Operations Department electronic systems' daily to query and identify appointments and transmit the Work Status Report and drug screening testing results to the County's Medical Records Application. Application level training will be provided to the Contractor by the County.

The hardware and software required for this transmission includes the following:

- a. Windows PC with Internet Explorer;
- b. Internet Connection;
- c. Citrix Active X or any other County approved client software to connect to the County network; and
- d. Secure File Transfer Protocol (FTP)

4.8 Perform data-entry functions to record the results of the physical examinations and any related pertinent information as required by the County's Medical Records Application.

The Contractor will connect to the County's ECM from a Proposer static IP address(es). All other communication attempts from other IPs will be denied by the County's firewall.

The Contractor will accept an encrypted transmission of the schedule of medical appointments. The medical appointments will be programmatically entered into the Proposer's medical appointment program eliminating data entry errors.

The Contractor will provide a monthly audit report to the County comparing the medical appointments with medical packages transmitted to the County.

Previous months medical appointments will continue to be on the audit report until marked as complete.

4.9 Transmit to the County's Project Manager confirmed positive drug and alcohol screening results completed by the toxicology laboratory electronically utilizing the County's Medical Records Application secure FTP on the same day the results are received by the Contractor.

4.10 Transmit to the County's Project Manager the physical examination results electronically utilizing the County's Medical Records Application secure FTP within 3 business days from the initial appointment date. If results cannot be entered within 3 days due to pending lab work or required retests, the County's Project Manager shall be notified of the reason for the delay and the anticipated completion date. No-show appointments shall be entered into the information system daily.

The electronic documents being transmitted to the County shall be formatted using the mass scan batch (MSB) process. The MSB is a format which contains document index information as well as the path to the electronic document file associated with the indexes. The MSB may contain references to several documents and examinees. The Contractor may determine how many electronic documents to include within each MSB file transmitted to the County. Since MSB is a text file, the medical documents shall be either in the Tagged Image File Format (TIFF) or Portable Document Format (PDF) document type. The County will not offer Virtual Private Network (VPN) access, however the transmission utilized to transport the medical records across public networks to the County shall be secure.

4.11 Perform quality assurance level review comparing the paper/form recorded results with those initially entered, prior to transmission. The County will also conduct quality assurance reviews, at its sole discretion, to ensure the integrity of the results entered by the Contractor. The County will notify the Contractor of any integrity discrepancy for immediate corrective action. The Contractor shall perform any and all necessary work to rectify the matter. At no time shall a correction exceed 7 business days from notification, unless otherwise approved by the County.

4.12 Submit entire and completed Physical Examination and Drug/Alcohol Results Package electronically to the County's Project Manager no later than 2 weeks from the date the Contractor first sends the physical examination results.

Package includes all laboratory reports and County required forms as listed below:

- i) Physical Examination and Drug/Alcohol Screen Appointment Schedule;
- ii) Statement of Authorization;
- iii) Drug/Alcohol Usage Analysis Consent and Release Form;
- iv) Work Status Report;
- v) Specimen Collection Checklist and Chain of Custody;
- vi) Medical History Statement;
- vii) Doctor's Report;
- viii) Laboratory Reports; and
- ix) Toxicology Submission Form and Analysis Report

All forms in package shall be completed and signed by the licensed physician conducting examination and laboratory staff completing specimen collection and testing, as indicated.

All required forms shall initially be provided to the Contractor by the County for reproductions and subsequent presentation to each examinee at time of scheduled appointment, unless

provisions are made by the County to provide the forms directly to the examinee prior to the scheduled appointment. The County reserves the right to modify or change the forms as necessary.

Complete implementation of Electronic On-line Forms environment within one hundred eighty days (180) days after award. The electronic on-line form environment will include the following requirements:

- Employee or new hire portal to be created by the Contractor for on-line documents to be filled in prior to being seen for the medical visit.
- All County mandated documents are to be electronic on-line forms as created and maintained by the Contractor.
- All required signatures will be electronic.
 - All electronic signatures must meet:
 - Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et seq. , (E-Sign Act)
 - Florida Electronic Signature Act
- All medical records will be transmitted to the County electronically via encrypted transmission to County servers which will only be accessible to the Proposer.
 - Secure File Transport Protocol (SFTP) may be required for use by the Proposer.
 - A secure server-to-server connection shall be established using industry-standard encryption protocols such as Transport Layer Security (TLS) or Secure File Transfer Protocol (SFTP). Detailed specifications regarding the server configuration, including endpoint URLs, authentication mechanisms, and encryption protocols, will be provided by the County.
 - The Proposer will check appropriate completion or error codes to ensure the medical package was successfully inserted in the County's ECM

All medical records will be inserted into the County's ECM via REST API also known as RESTful API

4.13 Prepare and submit any other report or forms as required by the County, State or Federal agencies which contains information generally found in the Physical Examination Results Package in compliance with California Peace Officer Standards (POST), National Fire Protection Association (NFPA) 1582 and Guidance for the Medical Evaluation of Law Enforcement Officers (LEO) Guidelines for police and corrections employees. The County reserves the right to include additional forms it deems necessary to comply with physical examination standards.

4.14 Maintain records indicating examinees' name, date of examination, and identification of examination and tests performed. Such information shall be available at the facility where physical examination was conducted for review by the County at any time. In addition, the Contractor shall maintain a complete file of each examinee for at least 5 years from the date of the completed physical examination. Such records shall be made available to the County within 48 hours of request. All provisions listed herein shall be monitored by the County for strict compliance and enforcement purposes.

4.15 Comply with Chapter 119 of the Florida Statutes with regards to the inspection, copying

maintenance, and disposition of records which do not violate Federal Regulations regarding HIPAA compliance or other applicable Florida Statutes. Any and all requests for inspection or copies of documents and/or files in the Contractor's possession, made by a party other than the County's Project Manager, shall be forwarded to the County in writing for processing. At no time shall the Contractor provide access to records in their possession without prior written approval by the County's Project Manager. In an effort to increase efficiency, responsiveness, and further environmental efforts, electronic (digital) records are acceptable media substitute for "hard copy" paper and shall be pursued as an option of choice to achieve compliance. Where electronic (digital) formats exists of these records it shall be used to transmit the data, file, report, document, picture, or any other object that may be available in an electronic (digital) format. Electronic records shall be kept in industry standard formats: TIFF or Adobe PDF. Electronic signatures are also acceptable to ensure compliance. Acceptable formats include the use of User ID/Password, Personal Identification Number (PIN), and key encryption. Any other method shall require written approved by the County prior to acceptance.

4.16 The Contractor shall self report to the County their fulfillment with Performance Standards as provided on Appendix E. The Contractor's reporting may be subject to an audit at the County's discretion.

5. ADDITIONAL SERVICES

The Contractor shall perform the following additional services not associated with physical examinations, at no additional cost.

5.1 Conduct County approved satisfaction survey of referred examinees on a continuing basis. The Contractor shall report results of survey on a quarterly basis to the County.

5.2 Conduct quarterly educational workshops and provide educational materials on various health topics at County worksites for the benefit of County employees, subject to County approval.

5.3 Provide technical assistance to the County's Wellness Program. The County's Wellness Program is designed to increase awareness and encourage employees and their families to pursue health conscious habits.

6. OPTIONAL TESTING

At the County's sole discretion, the County may require the Contractor to provide optional testing on an "as needed basis" in accordance with Price Schedule, Appendix B.

APPENDIX B

The Contract allocation is not to exceed \$14,100,000 and the rates presented below are guaranteed not to increase for the initial sixty months. Should the County choose to exercise the twenty-four month Option-to-Renew, the cumulative value will increase by \$5,753,000 for the OTR period. However, the proposed increase in rates will not exceed 2%.

Price Schedule - Employee Testing & Medical Assessment Services

The following *are* the rates to provide the Employee Testing & Medical Assessment Services which include all services specified in the Scope of Services (Appendix A) in accordance with the table below.

A. Rates

1. PRE-EMPLOYMENT PHYSICAL EXAMINATIONS

Examination	Rate (Per Applicant)
Standard Pre-Employment Physical Examination (See Appendix D, Protocol A)	<u>\$100.00</u>
Modified Pre-Employment Physical Examination (See Appendix D, Protocol 1A)	<u>\$65.00</u>
Standard Pre-Employment Without Drug & Alcohol	<u>\$58.00</u>

2. HIGH STRESS PHYSICAL EXAMINATIONS

Examination	Rate (Per Applicant)
High Stress Physical Examination (<i>includes Phase I & II, excluding treadmill stress, mammogram and body scan tests</i>) (See Appendix D, Protocol B)	<u>\$165.00</u>

Notes:

1. All rates shall be guaranteed *for* the initial contract *term*.
2. Contractor shall be paid *for actual* testing authorized and performed. The County makes no representations or guarantees of the number of applicants or examinees.
3. All out-of-pocket expenses, including materials and miscellaneous costs and fees, *are* included in the rates, as they shall not be reimbursed separately by the County.
4. The hourly rates include all out-of-pocket expenses, including materials, employee travel, per diem, and miscellaneous costs and fees, as any expenses shall not be reimbursed separately by the County.
5. Contractor's physicians may medically prescribe as part of the High Stress Physical Examination, for classifications identified by the County.
6. The Contractor shall provide written notification and justification to the County within eighteen (18) months of the Contract expiration date of any proposed increase in the physical examination rates *for* the option to renew period. Contractor shall base any proposed rate increase on operational costs and shall submit to the County the Contractor's methodology used to determine the new rates. Supporting utilization data, adherence to turnaround time reporting requirements, as specified in Appendices A and E and customer satisfaction results shall also be provided to facilitate the County's renewal process. If no recommended increase is received by the set date, the rates shall remain the same for the two-year option period. Any agreed upon rate increase shall not exceed 2% in the aggregate for Optional Years 2031 and 2032.

Miami-Dade County, FL

B. Optional Testing, As Necessary

The Contractor's rates for providing optional testing in accordance with Appendix A, Scope of Services and applicable Protocols thereto shall include all expenses associated with the task. Optional testing may be requested on an as needed basis at the County's sole discretion. Any additional tests or procedures required by the County will be provided at cost.

1. Pre-employment Examination Optional Testing Services	Rate
Specimen Collection for Drug Testing Only:	
a. Urine	<u>\$25.00</u>
b. Breath-Alcohol	<u>\$10.00</u>
c. Blood	<u>\$25.00</u>
Urinalysis Drug Testing (Lab Work Only)	<u>\$40.00</u>
Physicians Re-evaluation (Without Labs)	<u>\$50.00</u>
Medical History Review (With Labs)	33.60
Medical Review Officer - Charge per Month	\$420
Urinalysis	<u>\$25.00</u>
Vision Test	<u>\$25.00</u>
Pulmonary Function Test	<u>\$50.00</u>
Hearing Check	<u>\$25.00</u>
PPD Test	<u>\$25.00</u>
Audiogram	<u>\$25.00</u>
Chest X-Ray	<u>\$76.00</u>
Tetanus Inoculation	<u>\$40.00</u>
Typhoid Inoculation	\$88.48
Mobile Unit (per day)	\$1002.40
Expert Testimony Fees:	
a. Certified Technician	\$ 52.64 per hour
b. Forensic Toxicologist - Unemployment Hearing	\$ 336.00 per hour
c. Forensic Toxicologist - Termination Hearing	\$ 336.00 per hour
d. Forensic Toxicologist - Litigation Package	\$420.00 per hour

Miami-Dade County, FL

2. High Stress Examination Optional Testing Services Operational Testing Services	Rate
Specimen Collection for Drug Testing Only:	
a. Urine	<u>\$25.00</u>
b. Breath-Alcohol	<u>\$10.00</u>
c. Blood	<u>\$25.00</u>
CBC - Complete Blood Count	<u>\$25.00</u>
Urinalysis Drug Testing (lab Work Only)	<u>\$40.00</u>
Lead Level Blood Test	<u>\$45.00</u>
Hemoglobin A 1C	<u>\$29.00</u>
Urinalysis	<u>\$25.00</u>
Urine Manganese Test	<u>\$100.80</u>
Vision Test	<u>\$25.00</u>
Pulmonary Function Test	<u>\$50.00</u>
Audiometric Testing/Evaluation	<u>\$25.00</u>
PPD Test	<u>\$25.00</u>
Audiogram	<u>\$25.00</u>
Chest X-Ray	<u>\$76.00</u>
Tetanus Inoculation	<u>\$40.00</u>
Typhoid Inoculation	<u>\$88.48</u>
Hepatitis A Screen	<u>\$36.00</u>
Fitness for Duty Physical per Appendix D - Protocol D (Independent Medical Evaluation)	<u>\$75.00</u>
Medical Review Officer - Charge per Month	<u>\$420.00</u>
Special Eye Examination	<u>\$225.00</u>
Pulmonary Function Test with FVC & FEV 1	<u>\$50.00</u>
Medical Surveillance Medical Evaluation per Appendix D - Protocol E	<u>\$45.00</u>
HazMat Testing	<u>\$118.00</u>
Heavy Metal Testing	<u>\$56.00</u>
Cholinesterase Testing	<u>\$28.00</u>
Lead and Zinc Protoporphyrin Testing	<u>\$72.80</u>
Zinc Protoporphyrin Testing	<u>\$50.40</u>
PSA Test	<u>\$35.00</u>
Hepatitis B Vaccine	<u>\$80.00</u>
Hepatitis B Titer	<u>\$40.00</u>
Hepatitis A Vaccine #1 & #2	<u>\$107.00</u>
Hepatitis A Titer	<u>\$36.00</u>
HIV Screening	<u>\$75.00</u>
Blood Gas Testing	<u>100.00</u>
Post Exposure Consultation/Evaluation per Appendix D - Protocol E	<u>\$30.00</u>
Hepatitis C Screening	<u>\$40.00</u>
Measles, Mumps, Rubella Immunization	<u>\$87.36</u>
Thyroid Profile	<u>\$44.80</u>
Rubella Titer	<u>\$16.80</u>
Rubella Immunization	<u>\$87.36</u>
Mammogram	<u>\$225.00</u>
Comprehensive Hearing Test	<u>\$22.40</u>

Miami-Dade County, FL

2. High Stress Examination Optional Testing Services (Cont'd)	Rate
Cardiovascular Stress Test:	
a. Echocardiogram	\$490.00
b. Thallium Stress	\$1097.60
c. Exercise MUGA Stress	\$504.00
Radiological Evaluation (Chest-XRay)	\$28.00
Full Body Scan (Shoulders to Upper Thigh) CT scan/Ultrasound	\$1008.00 \$525.00
Partial Body Scan 1 (Chest) CT scan/Ultrasound	\$336.00 \$175.00
Partial Body Scan 2 (Abdomen) CT scan/Ultrasound	\$336.00 \$175.00
Partial Body Scan 3 (Pelvic) CT scan/Ultrasound	\$336.00 \$175.00
Flexible Sigmoidoscopy	\$420.00
Colonoscopy	\$1097.60
Treadmill Stress Test (Phase II) per Appendix D - Protocol B	\$280.00
RPR (Syphilis)	\$11.20
Flu Shot	\$28.00
Pregnancy Test	\$25.00
FAA (Physical Examination)	\$112.00
Tetanus Inoculation & Booster	\$40.00
PSA	\$35.00
CA 125	\$20.16
Blood Type & Rh Typing	\$22.40
Review & Written Interpretation of Medical Records	\$28.00
Psychiatric Consultation	\$225.00
Anti-HBS/HBSAG	\$45.00
Recombivax x 1 (Hepatitis C)	\$77.28
Recombivax x 3 (Hepatitis C)	\$231.84
Rabies	\$448.00
Echo Doppler	\$490.00
EKG (12 lead)	\$54.00
Stress Thallium	\$1097.60
EEG	\$112.00
Upper G.I.	\$184.00
24-Hour Avionics	\$196.00
Sed Rate	\$25.00
Glaucoma	\$5.60
Iron and BC Serum	\$29.00
Ferrutin Level Serum	\$25.00
Sput AFB Smear	\$6.72
Sput AFB Culture	\$11.20
Back Evaluation	\$33.60
Mobile Unit (per day)	\$1002.40
<u>Expert Testimony Fees:</u>	
a. Certified Technician	\$ 52.64 per hour
b. Forensic Toxicologist- Unemployment Hearing	\$ 336.00 per hour
c. Forensic Toxicologist- Termination Hearing	\$ 336.00 per hour
d. Forensic Toxicologist- Litigation Package	\$420.00 per hour

Miami-Dade County, FL

2. High Stress Examination Optional Testing Services (Cont'd)	Rate
Blood Gas Testing	<u>\$100.00</u>
Colonoscopy	<u>1097.60</u>
Drug & Alcohol Testing	<u>\$56.00</u>
HGV RNA Quant	<u>\$73.92</u>
Hepatitis A Screen	<u>\$35.84</u>
Hepatitis B Vaccines #1, #2 & #3	<u>\$80.00</u>
Hepatitis C Screening	<u>\$40.00</u>
Lipid Profile	<u>\$45.00</u>
Medical Surveillance Med. Evaluation/App. D, -Protocol E	<u>\$35.00</u>
Mercury Level	<u>\$50.00</u>
Neurological Consultation	<u>\$600.00</u>
OSHA Respirator Evaluation	<u>\$90.00</u>
Radiological Evaluation (Chest X-Ray)	<u>\$28.00</u>
Random (D)	<u>\$35.00</u>
Random (D/A)	<u>\$40.00</u>
Specimen Split Sample	<u>\$50.00</u>
Stress Test	<u>\$280.00</u>
TDAP Vaccine	<u>\$65.00</u>
Truvada	<u>\$29.00</u>
Typhoid Inoculation	<u>\$88.48</u>
TB Quantiferon Gold	<u>\$125.00</u>
US Carotid MDR	<u>\$175.00</u>
US Full Body Female MDR	<u>\$875.00</u>
US Full Body Male MDR	<u>\$1050.00</u>
Calcium Score	<u>\$125.00</u>
B12 Level	<u>\$45.00</u>
Blood Alcohol Test (LAB WORK ONLY)	<u>\$40.00</u>
Blood Alcohol Testing	<u>\$45.00</u>
Cardiovascular Stress Test: Echocardiogram	<u>\$490.00</u>
CMP	<u>\$39.00</u>
Complete Thyroid Panel	<u>\$92.00</u>
D/A Post Accident Sfty Sens	<u>\$75.00</u>
Folic Acid	<u>\$50.00</u>
Levetiracetam Level	<u>\$55.00</u>
Microalbumin	<u>\$50.00</u>
Potassium	<u>\$35.00</u>
Pre-Emp Stnd with D/A	<u>\$75.00</u>
Rabies Titer	<u>\$125.00</u>
TSH	<u>\$45.00</u>
Ultrasound (Chest, Abdomen, & Pelvic)	<u>\$525.00</u>
Ultrasound (Prostate)	<u>\$175.00</u>
Ultrasound (Thyroid)	<u>\$175.00</u>

APPENDIX C

HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and Jackson Health System, ("Associate").

RECITALS

- A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").
- B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, PHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. Definitions. Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 1103. [45 CFR Parts 160, 162 and 164]

d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual,

and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. “Electronic Media” shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. “Security incident” shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. Indemnification. Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. Limitation of Liability. Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that

amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

b. Amendment of Appendix C. In addition to amendments described in 7a above, Appendix C may otherwise be modified or amended by written mutual agreement of the parties without amendment of the remainder of this Agreement."

8. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. Interpretation. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. Jurisdiction. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

APPENDIX D

Testing Procedures Protocols A through G – Employee Testing & Medical Assessment Services

Attachments:

- A Standard Pre-employment Examination for Selected Applicants
- A1 Modified Pre-employment Examinations for Selected Applicants
- B High Stress Physical Examination
- C Miami-Dade County Scientific and Administrative Protocol for the Alcohol and Drug Abuse Workplace Policy
- D Fitness for Duty Physical Examinations
- E Medical Surveillance Program and Exposure Testing Required by OSHA
- F Department of Transportation Drug and Alcohol Testing Programs
- F1 Procedures for Transportation Workplace Drug and Alcohol Testing Programs (Part 40)
- F2 Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations (Part 655)
- F3 Controlled Substances and Alcohol Use and Testing (Part 382)
- G Firefighter Health Services Protocol

ATTACHMENT A

P R O T O C O L

Miami-Dade County Employee's Medical Assessment and Testing Procedures

Standard Pre-employment Examination for Selected Applicants

I. MEDICAL HISTORY SHEET:

Applicant will complete a family and personal medical history to be reviewed by the physician with him/her at the time of the physical examination.

II. LABORATORY WORK-UP:

A. URINALYSIS:

Albumin	Urobilinogen
Protein	Bilirubin
PH	Nitrite
Blood	Specific Gravity
Ketone Bodies	Microscopic

B. PPD TEST/CHEST X-RAY:

Perform a Purified Protein Derivative (PPD) on each applicant. If results are positive, then do a Chest X-Ray (Standard size posterior - anterior view). Chest X-Ray must be interpreted by a radiologist. Also, Quantiferon Gold may be requested, but must be approved by Project Manager.

III. EYE TEST:

Testing should be standard binocular screening device. The test should screen for both near and far distance acuity on an instrument that checks for keenness of vision, depth perception, balance of eye muscles, and the ability to differentiate between colors.

IV. HEARING CHECK:

Any method such as tuning fork or whisper to evaluate frequencies in conversational range.

V. PULMONARY FUNCTION TEST (Vital Lung Capacity):

A spirometer test which measures on a graph at what capacity an individual can expel a volume of air following full inspiration; will be performed on anyone whose job exposes him/her to environmental irritants. This test should be performed on a spirometer that measures functions by volume, not flow.

VI. URINE DRUG AND ALCOHOL TESTING:

Urine drug and alcohol screening shall be performed on each applicant in accordance with the Miami Dade County Scientific and Administrative Protocol for the Alcohol and Drug Abuse Workplace Policy (See Attachment C). Urine drug and alcohol testing may be excluded for some identified examinations under this attachment.

VII. PHYSICAL EXAMINATION BY:

Palpation	Observation
Auscultation	Percussion

To include the following:

Vital signs - TPR, Blood Pressure (both arms)
Height
Weight
Head, scalp, face
Neck (thyroid, lymphs, vessels)
Eyes (fundus, focus), general
Ocular motility
Pupils (equality and reaction)
Ears (int. & ext. canals-cerumen)
Ear drums (perforation)
Nose (sinuses)
Mouth (tongue, teeth, gums)
Throat (condition of tonsils)
Lungs, chest— breast exam should only be performed when MMG is ordered, if employee consents.
Heart (thrust, size, rhythm, sounds)
Vascular System (varicosities, etc.)
Abdomen, Viscera (check hernias)
Endocrine System
Upper extremities (strength, range of motion)
Lower extremities (strength, range of motion)
Spine, other musculoskeletal
Skin (scars/rash) lymphatics
Neurological
Mental Stability/Health
Equilibrium
General Appearance

The Standard Physical Examinations will be executed by the physician, using his medical judgment as it relates to the occupation of the applicant or employee. An Essential Job Function Form can be request from the County to get a description of duties required of the occupation.

ATTACHMENT A-1

P R O T O C O L

Miami-Dade County Employee's Medical Assessment and Testing Procedures

Modified Pre-employment Examination for Selected Applicants

I. MEDICAL HISTORY SHEET:

Applicant will complete a family and personal medical history to be reviewed by a physician to identify medical abnormalities.

II. LABORATORY WORK-UP:

A. URINALYSIS:

Albumin	Urobilinogen
Protein	Bilirubin
PH	Nitrite
Blood	Specific Gravity
Ketone Bodies	Microscopic

III. URINE DRUG AND ALCOHOL TESTING:

Urine drug and alcohol screening shall be performed on each applicant in accordance with the Miami Dade County Scientific and Administrative Protocol for the Alcohol and Drug Abuse Workplace Policy (See Attachment C).

The Modified Physical Examinations will be reviewed by a physician, using his medical judgment as it relates to the occupation of the applicant or employee. Any significant abnormalities found in the applicants medical history or urinalysis will require the employee to complete a full Standard Pre-employment Examination. An Essential Job Function Form can be request from the County to get a description of duties required of the occupation.

ATTACHMENT B

P R O T O C O L

Miami-Dade County Employee's Medical Assessment and Testing Procedures

High Stress Physical Examination

PHASE 1

I. MEDICAL HISTORY SHEET:

Examinee will complete a family and personal medical history to be reviewed by the physician with him/her at time of physical exam. The medical history sheet should include the following:

- A. Past medical history
- B. Past surgical history
- C. Past immunizations
- D. Family History
- E. Occupational History
- F. Habits
- G. Exercise Habits
- H. Review of Systems

II. LABORATORY WORK-UP:

A. HEMATOLOGY PANEL (CBC):

Red blood cell count	Mean Corpuscular Volume
White blood cell count	Mean Corpuscular Hemoglobin
Hemoglobin	Mean Corpuscular Hemoglobin Concentration
Hematocrit	Differential

B. BLOOD CHEMISTRY (SMAC-26):

Glucose	Sodium
Urea Nitrogen	Potassium
Uric Acid	Chloride
Cholesterol	CO ²
Total Protein	Creatinine
Alkaline Phosphatase	Triglycerides
Lactic Dehydrogenase (LDH)	Iron
Transaminase (SGOT)	A/G Ratio
GGTP SGPT	Globulin
Calcium	Indirect Bilirubin
Phosphorus	Direct Bilirubin
Total Bilirubin	Bun/Creatinine Ratio
Albumin	Total Cholesterol
	HDL Cholesterol

LDL Cholesterol
HDL/Total Cholesterol Ratio

C. URINALYSIS:

Albumin	Urobilinogen
Protein	Bilirubin
PH	Nitrite
Blood	Specific Gravity
Ketone Bodies	Microscopic

D. PAP SMEAR - Optional (Females)

E. SICKLE CELL ANEMIA TEST

Not for pre-employment physicals. A Hemoglobin A1C may be required for high risk employees, but requires approval by Project Manager.

III. EYE TEST:

Testing should be standard binocular screening device. The test should screen for both near and far distance acuity on a scientifically accurate instrument that checks for keenness of vision, depth perception, balance of eye muscles, and the ability to differentiate between colors.

* Vision acuity for Firefighters must be without corrective lenses and for Corrections and Police pursuant to POST Vision standards which involve vision with and without correction.

Tonometry test for glaucoma, for those over 40 years of age.

IV. HEARING CHECK:

Audiometric testing must be at the frequencies of 500, 1000, 2000, 3000, 4000, 6000 and 8000 Hertz. It shall be accomplished with a certified, currently calibrated audiometer with testing in an environment meeting current ANSI standards, and testing accomplished by a certified Audiometric technician (CADHC) or a certified Clinical Audiologist (CCC) or a Medical Doctor.

Audiogram must include for legal purposes:

1. Identifications of employee (name, social security number, employee number, department)
2. Date and time of testing
3. Employee thresholds at frequencies described above
4. History including prior noise exposure
5. Standards and date of audiometric calibration
6. Signature of tester
7. Signature of employee

V. PULMONARY FUNCTION TEST (VITAL LUNG CAPACITY):

A spirometer test which measures, on a graph, at what capacity an individual can expel a volume of air following full inspiration. This test should be performed on a spirometer that measures functions by volume, not flow. The minimal reported information should be FEV, FVC, FEV/FVC ratio, MMEF and MVV. All volumes should be reported in absolute values (liters) as well as percentage of age and sex-adjusted norms.

VI. RADIOLOGY STUDY:

A. CHEST RADIOGRAPH (STANDARD POSTERIOR-ANTERIOR AND LATERAL):

All applicants shall be given a Chest X-Ray.

Non-smokers without significant environmental exposures should have no more than one (1) chest x-ray every three (3) years and should be discouraged from routine chest radiographs. The x-ray must be interpreted by a radiologist.

B. MAMMOGRAM:

All women of age 35 (or older if they have not been tested) should be given Baseline Mammogram, if requested. Then Mammograms will be given periodically at age 40 and every two (2) years thereafter. The Mammogram must be interpreted by a radiologist.

C. BODY SCANNING

Specific employees will be eligible to receive a "full or partial body scan" with approval from the County (Ultrasound or CT Scan). The body area included extends only from the shoulders to the top of the thighs, additional regions may be approved by the County. The Body Scan must be interpreted by a radiologist.

VII. SKIN TEST:

Intradermal Test for Tuberculosis exposure should be done on all employees dealing with public (especially rescue work, fire, police and lifeguards). Do not repeat if the patient is a known Positive Reactor, but note the reactivity in the record.

VIII. TETANUS TOXOID BOOSTER:

Immunization to be given if not received any time within the past ten (10) years. D-T Toxoid may be used instead of Tetanus Toxoid.

IX. ELECTROCARDIOGRAM:
12 lead EKG is done in resting state. Shall be interpreted by a cardiologist certified by the American Board of Internal Medicine with a subspecialty in cardiovascular disease. The report with mounted rhythm strip shall be included in medical chart.

X. ANTHROPOMORPHIC MEASUREMENTS:

- a. Blood Pressure
- b. Heart Rate
- c. Height
- d. Weight
- e. Temperature

- f. Skinfold measurements (for evaluation of obesity)

PHASE II

I. PHYSICAL EXAMINATION:

A. Head and Neck

1. Eyes: Examination of eye movements, pupils, sclera and Ophthalmoscopic examination of fundus.
2. Ears: Examination of external ears; Otoscopic examination of ear canal and ear drum.
3. Nose: Otoscopic examination of interior of nose to include nares.
4. Mouth: Visual examination of tongue, teeth, floor and roof of mouth, manual palpation of any abnormal masses.
5. Neck: Palpation of thyroid, trachea, lymph nodes and neck for masses or nodules.

B. Breast

Only as indicated and optional to employee. Visual inspection and palpation of breasts and nipples. During this examination also instruct in the self-examination of breasts.

C. Chest and Lungs

Inspection and contour of chest; auscultation of lungs with stethoscope.

D. Spine and Back

Visual inspection for deformity and cervical and Lumbo-Sacral range of motion palpation of vertebral bodies, paraspinal muscles and kidneys.

E. Cardiovascular

1. Heart: Palpation of chest wall for heartbeat and abnormalities; auscultation of heart with stethoscope for abnormal sound and murmurs.
2. Arteries: Palpation of pulses in neck, arms and legs; auscultation of neck for carotid bruits.

F. Abdomen

Visual inspection of abdominal wall; palpation of abdomen for masses and abdominal organs, auscultation of abdomen for bowel sounds and bruits, and examination of hernias.

G. Rectal

Only as indicated; Routine in men over 35 and women over 40, and also when indicated; palpation of prostate for nodules, size and abnormalities, palpation of rectal vault for tumors and abnormalities and stool for occult blood (screening test for colon cancer).

H. Extremities

Visual examination for varicose veins or other abnormalities, palpation and evaluation of edema, and a directed exam of any abnormalities of the muscles strength or joints.

I. Skin

Visual examination of skin (due to amount of skin on body; patient direction of abnormalities should be encouraged).

J. Neurological Examination

Examination of cranial nerves for abnormality of head and neck motion, examination of reflexes, examination of sensation and examination of balance, strength and cognitive ability, when appropriate.

K. Male Genitalia

Only as indicated, visual examination of penis and testicular sac and manual palpation of testicles and epididymis.

II. TREADMILL STRESS TEST

A treadmill stress test shall be offered to executives completing an executive physical unless not recommended by the examining physician.

A. Routine Stress Testing is not recommended for all patients.

B. Stress Test recommended for FF, police, corrections and other employees, as approved by Project Manager. Also recommended for the following indications:

1. Prior to institution of vigorous exercise programs in those over 35 years of age.
2. If two or more risk factors below for coronary artery disease and if age is over 35:

Hypertension
Diabetes mellitus
Hyperlipoproteinemia
Obesity
Smoking history
Positive family history

- C. For evaluation of chest pain of unknown etiology and referred to Cardiology with prior approval from Project Manager.

- D. Evaluation of abnormal EKG's
- E. Evaluation of known coronary artery disease Stress Echo or Nuclear Stress Test with Cardiology evaluation and subject to approval by Project Manager.

The stress test must be administered by a qualified cardiologist, preferably with experience in exercise physiology.

The High Stress Physical Examination will be initiated to employees and applicants identified by the County who perform high risk duties, the County will provide the specific medical and physical standards for employees and applicants that fit these categories:

Firefighter
Police Officer
Correction Officer
Bus Operator

All other High Stress Physical Examinations will be executed by the physician, using his medical judgment as it relates to the occupation of the applicant or employee. An Essential Job Function Form can be requested from the County to get a description of duties required of the occupation.

ADDITIONAL SERVICES AS REQUIRED:

- A. Blood Alcohol Test: The collection of blood in accordance with the Drug Testing Protocol (Attachment C) in the event of a positive result on the urine alcohol screening, a reasonable suspicion test or when specified by the Human Resources Department.
- B. Drug/Alcohol Confirmation Test (GS/MS): Confirmation Test (GS/MS) to be performed in accordance with the Drug Testing Protocol (Attachment C) in the event of a positive initial screening result for drugs or alcohol.

C. AUDIOGRAM:

Audiometric testing must be at the frequencies of 500, 1000, 2000, 3000, 4000, 6000 and 8000 Hertz. It shall be accomplished with a certified, currently calibrated audiometer with testing in an environment meeting current ANSI standards, and testing accomplished by a certified Audiometric technician (CADHC) or a certified Clinical Audiologist (CCC) or a Medical Doctor.

- D. VISION TESTING & AUDIOGRAM
- E. TB TEST
- F. LEAD LEVEL BLOOD TESTS
- G. CHEST X-RAY, PPD TEST, HEPATITIS SCREEN
- H. PPD TEST, HEPATITIS SCREEN

I. AUDIOMETRIC TESTING/EVALUATION:

These are annual audiograms required by OSHA guidelines for certain employee classifications. This includes the evaluation by a physician of prior audiograms to determine potential hearing loss.

J. FITNESS FOR DUTY PHYSICAL (INDEPENDENT MEDICAL EVALUATION):

This includes consultation with employee's private physician, review of employee's medical records, examination of employee and narrative report for employer.

K. MEDICAL REVIEW OFFICER - CHARGE PER HOUR:

L. SPECIAL EYE EXAMINATION:

Bidding on this test is optional.

Exam to be performed by a trained Ophthalmic Technologist. Exam must include visual acuity and correction, anterior segment examination including intraocular pressure check and dilated eye exam for fundus exam of retina. Test is for fingerprint technicians and photographers using copper vapor laser.

M. MEDICAL SURVEILLANCE PROGRAM AND EXPOSER TESTING REQUIRED BY OSHA:

This requires all employees exposed or potentially exposed to hazardous substances or health hazards above permissible exposure limits for more than 30 days per year be evaluated by a physician.

N. HAZMAT TESTING

O. HEAVY METALS TESTING

P. CHOLENESTERASE TESTING

Q. LEAD AND ZINC PROTOPORPHYRIN TESTING

R. PSA TEST

Prostate Specific Antigen for all Firefighters, and men meeting the following profile: age 50 and over or with a history of prostate problems. This blood test will be performed only at annual exam, not for pre-employment physicals.

ATTACHMENT C

P R O T O C O L

Dade County Employee's Medical Assessment and Testing Procedures

MIAMI-DADE COUNTY

SCIENTIFIC AND ADMINISTRATIVE PROTOCOL

FOR THE

ALCOHOL AND DRUG ABUSE WORKPLACE POLICY

APRIL 1, 1992

SCIENTIFIC AND TECHNICAL REQUIREMENTS

THE DRUGS

Miami-Dade County has established a policy regarding alcohol and drug abuse testing of existing employees and the final selectees in all County positions.

Potentially, drug testing could be accomplished to detect hundreds of substances classified in schedule I and II of the Controlled Substances Act. Legal use of any of these "drugs" requires a legal prescription or an exemption authorized by appropriate laws.

It is not practical to test for all of them, therefore, the following guidelines have been developed that are consistent with standards developed for use by Federal civilian and Department of Defense drug testing programs.

Miami-Dade County drug testing programs shall test for alcohol and drugs as indicated below:

Test 1: Police Officers, Correctional Officers, and applicants for those positions shall be tested for:

- Alcohol
- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine
- Opiates
- Marijuana
- Methaqualone
- Phencyclidine (PCP)

Test 2: Firefighters, Bus Operators, Rail Attendants and employees in other Safety Sensitive Positions (as determined by the Office of Labor Management and the Employee Relations Department) and applicants for those positions shall be tested for:

- Alcohol
- Barbiturates
- Benzodiazepines
- Cocaine
- Opiates
- Marijuana
- Phencyclidine (PCP)

Test 3: All other applicants and employees shall be tested for:

- Alcohol
- Cocaine
- Marijuana

Test 4: Police Officers, Correctional Officers, Firefighters, and Lifeguards - During certain physical

examinations as indicated below for these positions, a second urine sample shall be collected in order that the presence of anabolic steroids and their metabolites may be detected:

1. Pre-employment physicals, as determined by the examining physician in conjunction with the list of Indicators of Possible Anabolic Steroid Use.
2. Annual physicals, as determined by the examining physician in conjunction with the list of Indicators of Possible Anabolic Steroid Use.
3. Fitness for Duty physicals, if physical is requested due to a performance related problem and the physician concludes that the problem may be related to steroid use.
4. Reasonable Suspicion tests, at the requesting department's discretion.

The Indicators of Possible Anabolic Steroid Use to be used by examining physicians during the pre-employment and annual physical examinations listed above are as follows:

Physical Characteristics

Men

1. Skeletal muscle hypertrophy
2. Testicular atrophy
3. Gynecomastia
4. Acne

Women

1. Skeletal muscle hypertrophy
2. Virilism (clitoral hypertrophy, hirsutism)
3. Alopecia (balding)
4. Acne

Blood Chemistry Characteristics- for both men and women

1. Hyperglycemia
2. Increased Triglycerides
3. Decreased HDL to LDL cholesterol ratio, with increased total LDL and decreased total HDL cholesterol.

If any of the indicators in the profile is present, the examining physician may authorize the collection of an additional urine sample for testing for the presence of anabolic steroids and their metabolites.

TARGETED ANABOLIC STEROID PROFILE

The Miami-Dade County anabolic drug testing program shall test for the presence of the following anabolic steroids and their metabolites:

Boldenone
Methandienone (Dianabol)
Methyltestosterone
Nandrolone (19-Nortestosterone)
Stanozolol
Epitestosterone
Testosterone

Testosterone/Epitestosterone Ratio

Oxandrolone (Anavar)

Oxymetholone (Anadrol) and related drugs of abuse as designated by the County and its contractors.

THE CONTRACT FACILITIES

Each Physical Exam Provider shall contract with a laboratory (or laboratories) which meet(s) all the requirements set forth in this document. The Provider shall submit to the County for approval, a statement from the laboratory as to:

1. Its ability to comply with each requirement in this Scientific and Administrative Protocol.
2. Whether such laboratory is currently licensed in accordance with the "Laboratory Facilities" section on page 33 and copies of any relevant licensing documents.
3. The names and qualifications of each laboratory staff member in accordance with the "Laboratory Personnel" section on page 33, including a resume for those employees likely to testify in accordance with the "Judicial Proceedings" section on page 38, and copies of any relevant documents setting forth such qualifications.
4. The use of a quality control program, including a copy of any such program or any laboratory procedures which include such a program.
5. The planned method of transportation of specimens from the collection site to the laboratory.
6. Any other information the laboratory determines to be relevant to the approval process.

SPECIMEN COLLECTION PROCEDURES

COLLECTION SITE

The collection site is defined as a place where individuals present themselves for the purpose of providing breath, blood, urine, or saliva specimens to be analyzed for alcohol and drugs of abuse. The site must possess all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and transportation (shipping) of blood and urine specimens to a drug testing laboratory.

The collection site facility shall be secure at all times. In cases where the facility cannot be dedicated solely for the purpose of alcohol and drug testing, it shall be secured as a collection site facility during drug testing operations. Chain of custody forms must be properly executed by authorized collection site personnel upon receipt of specimens. (See Attachment I, Chain of Custody (COC) form). The handling and transportation of all specimens from one authorized individual or place to another must always be accomplished through the use of chain of custody procedures. No unauthorized personnel shall be permitted in any part of the collection site where specimens are collected or stored.

SPECIMEN COLLECTION

Procedures for providing urine specimens must allow individual privacy while providing for reasonable precaution to ensure that a urine specimen has not been adulterated or diluted during the collection procedure and that all information on the urine bottle and in the log book can be identified as belonging to a given individual. To ensure that unadulterated specimens are obtained, the following procedures outline the minimum precautions that shall be taken during the collection of urine specimens:

NOTE: If urine specimens for both Tests 1, 2, or 3 and Test 4 are to be collected at the same time, all of the following steps should be performed. If a urine specimen for Test 4 is to be collected during a separate visit, then where steps are marked "a" and "b", only those steps marked "b" should be performed, and steps 3 and 15 should be eliminated.

1. Upon arrival of the individual at the collection site, the collection site agent shall request the individual to present some type of valid photo identification, i.e., County I.D., driver's license, or identification preferably with ~~both photo and social security number~~. If the individual does not have proper identification, this shall be noted on the chain of custody form.
2. The collection site agent shall request the individual to remove all clothing and to put on a gown (paper or cloth) provided by the collection site agent. The individual shall leave all clothing and personal belongings in the examining room with the door closed. The collection site agent verifies that all clothing has been removed and notes any unusual behavior or appearance of individuals attempting to circumvent these procedures.
3. The collection site agent will administer the breath alcohol screening test by requesting the individual to blow into the approved screening device. The collection site agent will show the reading on the breath alcohol screening instrument to the individual prior to entering the result on the chain of custody form. The individual will verify that the proper reading is entered on the form. If the reading is .04% or above, blood will be drawn for a confirmation test.
4. The collection site agent will place identification labels on the appropriate specimen containers in the following manner:
 - 4a. The collection site agent will place identification labels on two specimen containers for Test 1 through 3 and, if urine alcohol test is needed, a third container must be labeled. The identification labels should contain the name and last four digits of social security number of the individual. The individual shall verify that the information contained on all labels is correct.

NOTE: Special specimen containers which are sterile must be used for codes AO, PO and 45O defined in item 5 below.
 - 4b. When indicated by the criteria for Test 4, the collection site agent will place an identification label on a container designated for testing for anabolic steroids. The label should contain the name and last four digits of social security number of the individual. The individual shall verify that the information contained on the label is correct
5. The collection site agent will prepare the toxicology submission forms; (Two forms are needed if specimens for both Test 1, 2, or 3 and Test 4 are collected at the same time.) Each form must contain the time, date, collection site, and individual's name and last four digits of social security number, specimen number, and any other information required by the County.

The individual shall verify that all information contained on the form is correct.
6. At the collection site, toilet bluing agents shall be placed in the toilet tank.
7. The individual shall be instructed to enter the restroom and, while leaving the door open, rinse and dry hands prior to urination. The individual shall be given a wrapped clear plastic container for the collection of all urine to be tested.
8. The individual shall then close the restroom door and the collection site agent shall remain outside the restroom. In the case of testing for reasonable suspicion, either the collection site agent or the County representative should accompany the individual into the restroom and observe the flow of urine into the specimen container.
9. The individual may provide his/her specimen in the privacy of the restroom except as noted for reasonable suspicion cases. The collection site agent shall note any unusual behavior, delays, or lack of cooperation by the individual. The individual providing the

- specimen should not let the specimen container out of his sight until the container is properly sealed.
10. Upon receiving the specimen(s) from the individual, the collection site agent will verify collection of approximately 60 milliliters of urine for Tests 1 through 3, at least 30 milliliters for Test 4 if required, plus additional required for routine urinalysis. In the event that an approved breath alcohol screening device is not available, alcohol testing will be done through the urine. If there is not sufficient urine in the container, additional urine should be collected. The individual may be given a reasonable amount of water (i.e. a glass). If an individual fails, for any reason, to provide the necessary specimen, or if the individual fails to appear at the collection site at the assigned time, collection site personnel shall contact the County's People Internal Operations Department to obtain guidance on action to be taken. The individual shall not be authorized to leave the collection area until an adequate specimen is obtained, or permission is granted by the County People Internal Operations Department or the County Department requesting testing.
 11. Immediately after collection, collection site personnel shall conduct, in the presence of the individual, a close inspection of the specimen in its container to determine the specimen's warmth, color, and signs of contaminants. Any unusual findings resulting from the inspection must be included on the chain of custody form. The temperature should be tested immediately by examining the urine specimen collected for routine urinalysis. The specimen should be collected in a container supplied with a built in "strip-type" thermometer. In no event should any object be placed inside the specimen container risking contamination of the specimen. If the temperature is more than + or - .4 degrees from 98.6 degrees Fahrenheit, this gives rise to reasonable suspicion of adulteration or substitution. Another specimen should be collected under direct observation and both specimens forwarded to the laboratory with the appropriate notes made by the collector.
 12. The specimen shall then be split by the collection site agent to accommodate the number of tests to be completed.
 - 12a. For Test 1, 2, and 3 the specimen shall be split by pouring into two containers for use in non-steroid drug testing, and a third for alcohol if required, which have been labeled in accordance with step 4a on page 9 of this protocol. The collection site agent shall request the individual to observe the transfer of the specimen to the two labeled containers. The individual shall observe the capping of all containers. The collection site agent will then enter on the submission form the time at which the specimen was collected.
 - 12b. For Test 4 the specimen shall be poured into the container for use in steroid testing, which has been labeled in accordance with step 4b on page 9 of this protocol. The collection site agent shall request the individual to observe the transfer of the specimen to the labeled container. The individual shall observe the capping of the container. The collection site agent will then enter on the submission form the time at which the specimen was collected.
 13. The individual shall sign the labels on all specimen bottles. Then the collection site agent will, in the individual's presence, seal all the containers with approved tamperproof security tape placed over the bottle caps and down the sides of the bottles, and, in the case of Test 4, sealed in bag and box. The individual must initial all tapes and the sealed boxes.
 14. Both the collection site agent and the individual shall sign the toxicology submission form(s) where indicated. The collection site shall keep copies of all submission forms in numerical order in a notebook. Submission forms must contain all information contained

- on the identification label, as specified in steps 4a and 4b on page 9 of this protocol.
15. Blood alcohol screening: Such screening shall be done only for reasonable suspicion tests, or when a positive alcohol result is indicated on the alcosensor or other approved breath alcohol screening device, or when requested by the County. Two blood specimens shall be collected in grey top vacutainers for shipment to the laboratory for testing. Cleanse arm with a nonalcoholic swab, etc. Identification, labeling, toxicology submission form entries and signature requirements will be the same as for the urine specimens, except that blood will be collected into two containers and will not be poured off.
 16. The individual shall be asked to read and sign a certification statement regarding his/her urine and/or blood specimens. This statement will include a medication history of currently used prescription and over the counter drugs taken by the individual in the past two (2) weeks. A copy of this statement will accompany the specimens to the laboratory, or will be transmitted via electronic means at the request of the testing laboratory.
 17. The collection site agent must complete an appropriate chain of custody form.
NOTE: While performing any part of the chain of custody procedures, it is essential that the specimens and custody documents be under the control of the collection site agent. The collection site agent must not leave the site collection area until the specimens are properly secured.

Collection site personnel shall always have the container or specimen bottle within custody before and after the individual has turned over the sample to the agent. All containers shall be tightly capped, properly sealed, and labeled. A chain of custody form approved by Miami Dade County shall be utilized for maintaining control and accountability from point of collection to final disposition of specimens. With each transfer of possession, the chain of custody form shall be dated, signed by the individual releasing the specimen, signed by the individual accepting the specimen, and reflect the purpose for transferring possession noted. Every effort should be made to minimize the number of persons handling specimens. In no event shall the specimens be removed from the sight of the employee/applicant until the containers are capped and sealed in their presence and the labels are

signed by the employee/applicant.

INSPECTIONS

The County shall reserve the right to inspect the collection site at any time. The contract with the Physical Exam Provider shall permit unannounced inspection.

TRANSPORTATION TO LABORATORY

After collection of the appropriate specimens, the collection site personnel shall arrange to ship the specimens to the drug testing laboratory in an expeditious manner, including the certification statement if necessary. A cold chain of control will be initiated to insure that specimens do not remain unrefrigerated for more than 96 hours from time of collection to the time that confirmation tests are completed in the drug testing laboratory. The specimens shall be placed in appropriate containers (specimen boxes or padded mailers) that are securely sealed to eliminate the possibility of tampering. Collection site personnel shall sign and date the tape sealing the container(s) and ensure that the chain of custody documentation is attached to each sealed container. Specimens must be delivered to the drug testing laboratory within 96 hours from time of collection using either the United States Postal Service, commercial air freight, air express, or may be hand carried by bonded courier, authorized laboratory staff or authorized collection site personnel. It is not necessary to send specimens by registered mail. Use of a bonded courier or authorized laboratory or collection site staff

to a local laboratory is preferred. When an approved courier service picks up specimens from the collection site for delivery to the laboratory, the chain of custody forms must be signed by delivery personnel and laboratory receiving personnel. In the cases of reasonable suspicion and random testing, specimens for Tests 1 through 3 must be delivered to the drug testing laboratory within 4 hours from time of collection using a bonded courier designated by the collection site and approved by the County. In the case of reasonable suspicion and random testing where Test 4 is required, specimens must be picked up by a bonded courier no later than the following morning for delivery to the drug testing laboratory.

LABORATORY ANALYSIS PROCEDURES

DEFINITIONS

AUTHORIZED PERSONNEL: Individuals determined by the laboratory director to have a need for access to areas used for the receiving, testing, and storage of blood and urine specimens; further, this definition shall include laboratory supervisors with the authority to sign for and take control of blood/urine specimens through the use of the chain of custody format.

CHAIN OF CUSTODY: Refers to the methodology of tracking specified materials and/or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials and/or substances and must provide for accountability at each stage in handling, testing, storing specimens, and reporting test results.

INITIAL DRUG TEST - OTHER THAN ANABOLIC STEROIDS (URINE): A sensitive, rapid, and reliable immunoassay procedure to identify negative and presumptive positive specimens. Some specimens may be subjected to initial testing by methods other than immunoassays, where the latter are unavailable for the detection of specific drugs of special concern. These methods are thin layer, high pressure liquid, and/or gas chromatography. Alternate initial test methods and testing levels shall be submitted for approval to the County.

CONFIRMATORY DRUG TEST - OTHER THAN ANABOLIC STEROIDS (URINE): A second analytical procedure used to identify the presence of a specific drug or metabolite in a urine specimen. The confirmatory test must be different in scientific principle from that of the initial test procedure, although in the case of anabolic steroids the complexity of testing for the drugs requires that GC/MS be used for both the initial screen and the confirmatory test. This confirmatory method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy. At this time gas chromatography/mass spectrometry (GC/MS) is the only recommended confirmation method of choice. All other methods of confirmatory tests must be approved by the County.

INITIAL DRUG TEST - ANABOLIC STEROIDS (URINE): At present the only methodology available for anabolic steroid analysis is gas chromatography/mass spectrometry (GC/MS). To assure reliability, two separate GC/MS analyses will be performed. The first, or initial screen, will distinguish negative specimens from those containing the anabolic steroids or their metabolites.

CONFIRMATORY DRUG TEST - ANABOLIC STEROIDS (URINE): The second, or confirmatory, GC/MS test for anabolic steroids must have a greater sensitivity than the initial screening test. Utilization of a higher sensitivity for the confirmation test is in keeping with Guidelines for Forensic Toxicology.

INTRALABORATORY CHAIN OF CUSTODY: Procedures used by the laboratory to maintain control and accountability from the receipt of specimens until testing is completed and results are reported.

INITIAL ALCOHOL TEST (BREATH): Use of an approved breath alcohol screening device to detect and quantify the presence of alcohol.

INITIAL ALCOHOL TEST (URINE): A chemical enzymatic or immunoassay test of urine to detect the presence of alcohol. To be used when an approved breath alcohol screening device is not available.

CONFIRMATION ALCOHOL TEST (BLOOD): Confirmation testing of blood specimens for blood alcohol shall be performed by gas chromatography or enzymatic methods of quantitative alcohol measurement approved by H.R.S.

RECEIVING/ACCESSION

Upon receipt of specimens, receiving personnel shall inspect packages for evidence of possible tampering and compare information on specimen containers with that on chain of custody forms. The laboratory shall note on the chain of custody form the time and date of the specimen's arrival to the lab. If any specimen becomes lost, misplaced or is improperly delivered, laboratory personnel shall notify the designated site collection agent immediately. If a package of specimens is received and the outer wrapping is found to be damaged, the laboratory shall note and describe this damage on the chain of custody form. Cold chain time and dates will be reviewed to ensure that not more than 96 hours of unrefrigerated storage/transport has elapsed from time of specimen collection. Out of limit conditions will be noted, and specimens refrigerated as appropriate.

Specimen containers and original chain of custody forms will normally be retained within the receiving area until all analyses have been completed. Chain of custody forms shall be used by laboratory personnel for conducting the initial and confirmatory tests.

SHORT-TERM REFRIGERATED STORAGE

Specimens that do not receive an initial testing on the day of arrival at the laboratory shall be placed in secure, temporary refrigeration units. Temperatures shall not exceed six (6) degrees centigrade. Emergency power equipment should be available in case of prolonged power failure.

SPECIMEN PROCESSING

Drug testing laboratories will normally process specimens by grouping them into batches. The number of specimens in each batch may vary significantly depending on the size of the laboratory and its workload. When conducting either initial or confirmatory testing, every batch shall contain an appropriate number of standards for calibrating the instrumentation and a minimum of 15 percent quality control specimens. Known and blind quality control samples should appear as ordinary samples to laboratory personnel.

INITIAL TEST - OTHER THAN ANABOLIC STEROIDS (URINE)

The initial testing shall use an immunoassay method which meets the requirements of the Food and Drug Administration for commercial distribution. Refer to pages 2 & 3 of this document for details on which drugs should be tested for various categories of employees and applicants. Initial testing for alcohol will be done by means of an approved breath alcohol screening device. If an approved breath alcohol screening device is not available, then urine alcohol testing will be used.

Miami-Dade County, Florida

The following cutoff concentrations shall be applicable to determine whether specimens are negative or positive for the following drugs or classes of drugs utilizing the initial test procedure:

	Initial Test Level (ng/ml)
Total Cannabinoid metabolites	40
Total Cocaine metabolites	50
	Initial Test Level (ng/ml)
Opiates	1000
Phencyclidine	25
Barbiturates	300
Benzodiazepines	300
Amphetamines	1000
Methaqualone	750

All individuals will also be tested for alcohol by use of an alcosensor or other approved breath alcohol screening device. A positive result is indicated by the presence of alcohol for reasonable suspicion tests or a quantity of .04% or above for all other tests.

In the event of a positive result, the Collection Site Personnel will draw blood for the drug testing laboratory in accordance with step 15 of the Specimen Collection Section of this document.

CONFIRMATORY TEST - OTHER THAN ANABOLIC STEROIDS (URINE)

All specimens identified as positive by the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. GC/MS confirmation procedures at the following cutoff concentration shall be used for the following drug:

	Confirmatory Test Level (ng/ml)
Marijuana metabolite*	20
Cocaine metabolite**	20

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoyllecgonine

For all other drugs listed below the confirmatory test shall detect the confirmed presence of the substance. The laboratory must be prepared to provide evidence from its quality control program to prove its capability of detecting such substances.

Amphetamines
Barbiturates
Benzodiazepines
Methaqualone
Opiates
Phencyclidine

These concentrations are subject to revision with changes in convention or technology. The

laboratory must be able to document its performance at the cutoff level by the use of quality control, both open and blind.

Proper chain of custody controls shall always be enforced during confirmation testing. Authorized confirmation technicians shall sign the chain of custody form and be responsible for each urine specimen to be tested. The laboratory shall include sufficient safeguards to ensure that unauthorized personnel are prevented from gaining access to the confirmation laboratory.

INITIAL TEST FOR ANABOLIC STEROIDS (URINE)

The initial testing shall use the gas chromatography/mass spectrometry (GC/MS) techniques. Refer to page 5 of this document for the listing of drugs and their metabolites for which screening will be done. For steroids and metabolites included in the profile, the initial screen will test for the presence of each of the drugs at a sensitivity of 10 ng/ml. The presence of any of the substances at this level shall be taken as a positive result. A testosterone/epitestosterone ratio equal to or greater than 6 to 1 shall be considered a positive result.

CONFIRMATION TEST FOR ANABOLIC STEROIDS (URINE):

All specimens identified as positive by the initial test shall be confirmed using the gas chromatography/mass spectrometry (GC/MS) techniques. For steroids and their metabolites listed on page 5 of this document, confirmatory testing at a sensitivity testing level of 1 ng/ml shall be accomplished.

The laboratory must be able to document its performance at this level by the use of quality control, both open and blind.

Proper chain of custody controls shall always be enforced during confirmation testing. Authorized confirmation technicians shall sign the chain of custody form and be responsible for each urine specimen to be tested. The laboratory shall include sufficient safeguards to ensure that unauthorized personnel are prevented from gaining access to the confirmation laboratory.

CONFIRMATION TEST (BLOOD)

All blood alcohol results shall be reported as gram percent. The cutoff level to determine whether specimens are reported as positive or negative shall be .04% for all tests except reasonable suspicion. For reasonable suspicion, any amount of alcohol shall be reported as positive.

REPORTING RESULTS

Test results shall be reported to the appropriate authority within 3 working days of receipt of the specimens (or other amount of time to be negotiated) unless the Employee Relations Department is notified of problems mandating an extension to this time allotment. The report should contain the specimen number assigned by the collecting site, the testing laboratory reference number, and results of the tests. Quantitative values for positives on the test report are to be included only for cocaine, marijuana and blood alcohol, unless required otherwise. All urine specimens negative on the initial test or negative on the confirmatory test shall be reported as negative. Only specimens confirmed positive shall be reported positive for a specific drug. In the case of pre-employment testing, if the specimen is initially positive for more than one drug, only one drug must be confirmed positive (illegal drugs are first choice, then legal).

The following is the procedure for confirmation tests on legal drugs, excluding alcohol:

1. If positive initial test results of legal drugs, excluding alcohol, are consistent with any over-the-counter or prescription medication the employee or applicant has indicated on the DRUG/ALCOHOL USAGE ANALYSIS CONSENT AND RELEASE FORM, then that information should be specified on the toxicology report and no confirmation test GC/MS should be done without the specific authorization of the County.
2. If no over-the-counter or prescription medication is indicated on the Drug/Alcohol form and there is a positive initial test result indicating the presence of a legal drug other than alcohol, then:
 - a. The County Employee Relations Department should be notified of the positive results without any indication of a legal drug from the employee/applicant.
 - b. The County Employee Relations Department should contact the employee/applicant to determine if there was any information inadvertently omitted from the form and supply any new information to the laboratory.
 - c. The laboratory will then determine if the new medications indicated are consistent with the positive initial test results.
 - d. If information given by the employee/applicant is consistent with the positive initial test results, then that should be specified on the toxicology report and no confirmation test GC/MS should be done without the specific authorization of the County.
3. If the positive initial test results are not consistent with any medications listed by the employee/applicant after following step 2 above, then the GC/MS confirmation test should be performed and the result shall be reported as positive only if confirmed positive by the GC/MS confirmation test.
4. The County reserves the right to authorize a GC/MS confirmation test on any specimen with an initial positive test result notwithstanding any language to the contrary in this procedure.

Results may be transmitted by various electronic means, e.g., tele printers, facsimile, and computers. Proper security and limited access must be established between the laboratory and user agency or individual. The laboratory or collection site shall not provide results by telephone unless in accordance with developed security procedures. A certified copy of the original chain of custody form for all confirmed positive specimens, signed by the laboratory director or laboratory certifying official, shall be sent to the submitting authority. Certified copies of all analytical results shall be available from the laboratory when requested by appropriate authority.

All records pertaining to a given specimen shall be retained by the drug testing laboratory for a minimum of 5 years.

LONG-TERM STORAGE

Specimens confirmed positive shall be retained and placed in properly secured long-term frozen storage for at least 365 days. Within this 365 day period the submitting authority may request the laboratory to retain the specimen for an additional period of time, or arrange to have the specimen transferred to another site for longer term or permanent storage. This ensures that the urine specimen will be available for a possible retest during any administrative or disciplinary proceeding. If the laboratory does not receive a request to retain the specimen by the end of the initial 365 day period, the specimen may be discarded.

Long term storage facilities shall be equipped with secure locks. Emergency power equipment should be available in case of prolonged power failure. Access to the long term storage facility shall be limited to authorized personnel only.

PAYMENT OF POSTAGE AND FEES

All postage and fees related to information submitted to the County, including forms, reports, etc., shall be prepaid by the laboratory or physical exam contractor.

SUPPLIES AND MATERIALS

All bottles, forms, labels, sealing tape or bags and supplies must be furnished by the laboratory and the physical exam contractor.

RETESTING SPECIMENS

Should specimen reanalysis be required, the quantitation of blood alcohol, non-steroid or steroid drug or drug metabolites should be subject to the same testing level criteria that were used during the original analysis. Some analytes deteriorate or are lost during freezing and/or storage, and this information must be considered when a comparison of results is being attempted. When a retest is requested a third aliquot should be retained for referee analysis in the event of a discrepancy in the analytical findings.

SECURITY

Locks, doors, walls, storage facilities, testing laboratories, and buildings must be resistant to unauthorized entry, tampering, and compromise. Keyed locks must be "tamper-proof", and all cipher locks should be subject to periodic combination changes. All testing and storage areas shall have limited access. In properly established receiving, storage and testing facilities, the construction and physical security construction must be designed either to prevent or detect attempted, forced or surreptitious entry.

REPORTING REQUIREMENTS

The laboratory shall provide the County Employee Relations Department with a monthly statistical summary of blood and urinalysis testing.

Initial testing:

- (a) Number of urine specimens received
- (b) Number of urine specimens screened positive for the following non-steroid drugs or metabolites:
 - Marijuana metabolites
 - Opiates (morphine/codeine)
 - Barbiturates
 - Cocaine metabolites
 - Phencyclidine
 - Benzodiazepines
 - Alcohol
 - Amphetamines
 - Methaqualone
- (c) Number of specimens screened positive for the following anabolic steroid drugs or metabolites:
 - Boldenone
 - Methandienone (Dianabol)
 - Methyltestosterone
 - Nandrolone (19-Nortestosterone)
 - Stanozolol
 - Epitestosterone
 - Testosterone
 - Testosterone/Epitestosterone Ratio
 - Oxandrolone (Anavar)
 - Oxymetholone (Anadrol)

Confirmation testing:

- (a) Number of urine specimens received
- (b) Number of urine specimens confirmed positive for drug tested for (report number of positives for each individual drug)
- (c) Number of blood specimens received
- (d) Number of blood specimens with detectable blood alcohol reported by range
 - Less than .04
 - More than .04 but less than .10
 - More than .10

SUBCONTRACTING

The drug testing laboratory shall perform all work with its own personnel and equipment, unless otherwise authorized by the County.

LABORATORY FACILITIES

Laboratories must be currently certified by the National Institute on Drug Abuse (NIDA) and licensed by the Florida Department of HRS in Clinical Chemistry if located in Florida or by the federal government under C.L.I.A. if located outside Florida and must comply with any applicable provisions of the Clinical Laboratory Improvement Act (CLIA) of 1967. Licensed laboratories must have the facility and capability, at the same laboratory, of performing confirmation tests for alcohol and for each drug and/or drug metabolite required by the County. Accredited laboratories must have the facility and capability, at the same laboratory, of performing confirmation tests for alcohol and for each drug and/or drug metabolite included in tests 1,2, and 3 and required by the user agencies of Miami Dade County.

LABORATORY PERSONNEL

The scientific director of the drug testing laboratory shall be qualified to assume professional, organizational, educational, and administrative responsibility for the laboratory. This director is an individual with documented scientific qualifications comparable to those of a person certified by the American Board of Forensic Toxicology or the American Board of Clinical Chemistry in Toxicological Chemistry. Acceptable qualifications include a Ph.D. in either pharmacology, toxicology or analytical chemistry followed by at least two years' experience in analytical toxicology (the analysis of biological material for drugs of abuse) and appropriate training and/or forensic applications of analytical toxicology (court testimony, research and publications in analytical toxicology of drugs of abuse, etc.) The director is responsible for ensuring that there are sufficient personnel with adequate training and experience to supervise and conduct the work of the blood alcohol and urine drug testing laboratory.

A key individual in this laboratory is the certifying scientist; the one who reviews the standards, control specimens, and quality control data together with the screening and confirmation test results. After having assured that all results are acceptable, this individual certifies the test result. The certifying scientist may be the laboratory scientific director but in any event must have sound training in the sciences, specific training in the theory and practice of the procedures used, including the recognition of aberrant results, and familiarity with quality control procedures.

Supervisors of analysts must be currently licensed as supervisors in Clinical Chemistry and must possess the education and experience required for such licensure. These individuals also must have training in the theory and practice of the procedures used, and understanding of quality control concepts. Periodic verification of their skills must be documented. Other technicians must be licensed in clinical chemistry according to the category technologist or technician. Nontechnical staff must possess the necessary training and skills for the tasks assigned. In-service continuing education programs to meet the needs of all laboratory personnel are desirable. Personnel files must include: resume of training and experience, certification or license, if any, references, job descriptions, records of performance evaluation and advancement.

The County reserves the right to require background checks on laboratory personnel and to approve

those personnel who will perform work related to the County's testing program.

QUALITY ASSURANCE AND QUALITY CONTROL

Laboratories performing blood alcohol or urine drug testing shall have a quality assurance program which encompasses all aspects of the testing process: specimen acquisition, chain of custody,

security, and reporting results, in addition to the screening and confirmation of analytical procedures. Quality control procedures will be designed, implemented and reviewed to monitor the conduct of each step of the process.

Quality Control (QC) urine specimens containing no drug and specimens fortified with known standard shall be analyzed with each batch of specimens screened. Some of these will be blind to the analyst. In addition, some of these QC specimens will contain drug or metabolite at or near the threshold (cutoff) levels. Similar controls will be analyzed in parallel with confirmation test. Implementation of procedures must be documented to ensure that carry-over does not contaminate the testing of a subject's specimen. A minimum of 15 percent of all test samples must be QC or external proficiency specimens. Similar procedures for blood alcohol confirmation testing will be used with standard specimens and quality controls representing a minimum of 15% QC of all Blood Confirmation tested.

Participation in proficiency testing surveys, by which the laboratory performance is compared with peers and reference laboratories, is mandatory. Participation in the ADAMHA/National Institute on Drug Abuse (NIDA)-recognized proficiency testing program for drugs of abuse is required. Any unsatisfactory proficiency testing result must be investigated and corrective measure initiated. A report of the investigative findings, together with subsequent corrective actions, should be recorded, dated and signed by the responsible supervisor and laboratory director. Continued and/or uncorrected unsatisfactory performance on recognized proficiency test samples may be sufficient cause for loss of accreditation.

DOCUMENTATION

Documentation of all aspects of the testing process must be available. This documentation will be maintained for at least 5 years and will include: personnel files on analysts, supervisors, directors, and all individuals authorized to have access to specimens; chain of custody documents; quality assurance/quality control records; all test data; reports; performance records on proficiency testing; performance on accreditation inspections once available; and hard copies of computer-generated data.

REPORTS

All test results, including screening, confirmation, and quality control data must be reviewed by the certifying scientist or laboratory director before a test result is certified as accurate. For blood specimens, the detected concentration of blood alcohol shall be reported. For urine specimens, the report shall provide the drug/metabolites which tested confirmed positive, and in the cases of marijuana and cocaine, the quantitative values of the positive results.

INSPECTIONS

Miami-Dade County shall reserve the right to inspect the laboratory and review the personnel records

of the laboratory at any time. Contracts with laboratories, as well as for collection site services, shall permit unannounced inspections.

PRE AWARD INSPECTION

The County reserves the right to conduct pre and post award inspections and/or to require other evidence of technical, managerial, financial, and similar abilities to perform the work described in

these specifications. These inspections may include testing quality control samples, a survey of the laboratory buildings, facilities, security, critical personnel, and the overall capacity to conform to all of these guidelines.

DRUG PROGRAM OFFICER

The drug program officer is responsible for the monitoring of the laboratory's work. The responsibilities include but are not limited to: inspection of laboratory work to ensure compliance with these guidelines, documentation through written inspection reports of all results of the inspections conducted, follow up to assure that all defects or omissions are rectified, and conferences with representatives of the laboratory regarding any problems in the performance of the work. The County may combine the duties of the drug program officer with those of the contract or administrative officer having overall responsibility for the County drug testing program.

JUDICIAL PROCEEDINGS

The laboratory must have qualified personnel available to testify in any judicial, administrative or disciplinary proceeding against any employee that is based on a blood alcohol report or a positive urinalysis result reported by its laboratory. The laboratory must submit to the County a complete resume of employees whom the laboratory believes are most likely to be called to testify. Qualified laboratory personnel must also be available to meet with County representatives to discuss testimony related to any of the above proceedings.

FACILITIES

The laboratory must be made available for inspection by County Officials at any time during normal working hours.

REPORTING AND REVIEW OF RESULTS

An essential part of the alcohol and drug testing program is the final review of results. A positive test result does not automatically identify an employee/applicant as an alcohol abuser or an illegal drug user.

URINE SPECIMENS

In all cases where there is a positive, confirmed drug test, and there is a medication history provided to the laboratory for that specimen in which the drug detected is the same as the drug reported on the medication history, the report will be forwarded to the medical review officer (MRO) of the submitting authority. The MRO may be within the Miami-Dade County workforce, or contracted with to provide this service. The MRO will be a licensed physician with knowledge of substance abuse disorders. The role of the MRO will be to review positive findings received from the laboratory when there is the

possibility that there may be a legitimate medical basis for the positive laboratory test. The MRO will take whatever actions are necessary e.g. contact with the individual that provided the specimen, examination of prescription containers, contact with the prescribing physician, or other actions deemed professionally necessary. The MRO will then make a decision regarding the medical interpretation of the positive laboratory finding. The findings shall include one of the following: 1) medically substantiated (MS) and reported as such to the submitting authority. 2) not medically substantiated (NMS) reporting the test as a positive laboratory result with a notation of medical review to the submitting authority. 3) request

reanalysis of the specimen in the Laboratory, together with discussion regarding the case between experts in the laboratory and elsewhere. A final determination shall be made at the end of this process as to medically substantiated or not medically substantiated.

PROTECTION OF EMPLOYEE AND JOB APPLICANT RECORDS

Any laboratory contract shall provide that the contractor's records are to be kept confidential to the extent permissible under Florida's Public Records Act, Florida Statute Chapter 119. Miami-Dade County shall establish a system of maintaining records to cover both the County's and the contractor's records of applicant and employee urinalysis and blood alcohol results. The contract and the record maintenance system must have specific provisions that require that employee records are maintained and used with the highest regard for employee privacy consistent with Florida's Public Records Act and the purpose of achieving and maintaining an alcohol abuse and drug-free workplace.

EVALUATION FACTORS FOR APPROVAL

EVALUATION CRITERIA - COLLECTION SITE

The County must consider the following elements when evaluating collection sites (Physical Exam Providers):

- (1) **OPERATING PLANS** - to be evaluated on the basis of work as demonstrated by internal control and execution of assigned work, including compliance with all Specimen Collection Procedures, Collection Control and Transportation to the Laboratory.
- (2) **LABORATORY** - to be evaluated on the basis of the contract between the Physical Exam Provider and a Laboratory which meets all the requirements of this Scientific and Administrative Protocol document and which is approved as such by the County.
- (3) **KEY PERSONNEL** - to be evaluated on the appropriateness of positions and qualifications and skills designated for those employees acting as collection site agents and performing the duties described in this document.
- (4) **QUALITY ASSURANCE AND CONTROL PROGRAM** - to be evaluated on the basis of proposed methods and techniques for the detection and correction of deficiencies with regard to Specimen Collection Procedures, Collection Control and Transportation to the Laboratory.
- (5) **FACILITIES** - to be evaluated on the basis of proper facilities for collection, temporary storage, and transportation of specimens.

EVALUATION CRITERIA – LABORATORY

The County must consider the following elements when evaluating laboratories:

- (1) OPERATING PLANS - to be evaluated on the basis of work, as demonstrated by internal control and execution of assigned work, including proper receiving, storage, internal chain of custody, testing, supervision, security, and plans for reporting test results to the County as required.
- (2) COMPANY EXPERIENCE - to be evaluated on the basis of total years of relevant laboratory experience in providing similar services as verified through references of past and present performance.
- (3) TEST METHODS - to be evaluated on the basis of the scientific acceptability of the actual methods to be employed, the proper inclusion of standards, and evaluation of previous test records.
- (4) KEY PERSONNEL - to be evaluated on the basis of the appropriateness of positions and skills designated by the laboratory, the qualifications proposed, the certifications obtained, and the submission of specific nominations for key personnel.
- (5) QUALITY ASSURANCE AND CONTROL PROGRAM - to be evaluated on the basis of the proposed methods and techniques for the detection and correction of deficiencies with regard to receiving, chain of custody, preliminary/confirmation testing and storage.
- (6) FACILITIES - to be evaluated on the basis of laboratory facilities and equipment for receiving, testing, security, and storage of blood and urine specimens.

ATTACHMENT D

P R O T O C O L

Miami-Dade County Employee's Medical Assessment and Testing Procedures

Fitness for Duty Physical Examination

This physical examination may include all of the requirements of a High-Stress Physical Examination. Additional tests may be ordered at the physician's request to assist his evaluation of the patient.

Physicals of this nature will be authorized when the department has concerns about the employee's physical ability to perform his/her job. The purpose of the physical is to evaluate the employee's physical condition and make a recommendation to the County of the employee's ability or inability to perform the job to which he/she is currently assigned. This physical shall include a consultation with the employee's private physician, a review of the employee's medical records, and an examination of the employee. Any special laboratory tests or x-rays shall be recommended to the County Human Resources Department for approval, and scheduled and conducted within 2 days of the County's approval.

A narrative report of the findings and recommendations shall be submitted to the County Human Resources Department within 5 business days of the completion of the examination of the employee. Liquidated damages in the amount of \$ 100.00 per day will be charged for any Fitness for Duty examination for which a report is received later than 5 days after the date of the examination.

NOTE:

ALL TESTS ORDERED MUST BE APPROVED BY THE COUNTY HUMAN RESOURCES DEPARTMENT, BEFORE INITIATION.

ATTACHMENT E

P R O T O C O L

Miami-Dade County Employee's Medical Assessment and Testing Procedures

MEDICAL SURVEILLANCE PROGRAM AND EXPOSER TESTING REQUIRED BY OSHA

All physical examinations standards and tests required by this protocol will be found in the Title 29 Code of Federal Regulations (CFR) Part 1910. ###.

OSHA STANDARDS REQUIRING MEDICAL SURVEILLANCE:

- 1) TB
- 2) Access to employee exposure and medical records
- 3) Noise
- 4) Laboratories
- 5) Ionizing Radiation
- 6) Bloodborne Pathogens
- 7) Carginogens
- 8) Lead
- 9) Asbestos
- 10) Formaldehyde
- 11) Others

MEDICAL HISTORY SHEET

Examinee will complete a family and personal medical history to be reviewed by the physician with him/her at time of physical exam. The medical history sheet should include the following:

- A. Past medical history
- B. Past surgical history
- C. Past immunizations
- D. Family History
- E. Occupational History
- F. Habits
- G. Exercise Habits
- H. Review of Systems

LABORATORY/BIOLOGICAL WORK-UP AND VACCINES:

HAZMAT TESTING

HEAVY METALS TESTING

CHOLENESTERASE TESTING

LEAD AND ZINC PROTOPORPHYRIN TESTING

HEPATITIS B TESTING

HIV TESTING

POST EXPOSURE BLOODBORNE PATHOGEN TESTING AND VACCINES

BLOOD GAS TESTING

HEPATITIS A TESTING

HEPATITIS C TESTING

All medical evaluations must be completed by a physician and will include a written medical summary and interpretation.

ATTACHMENT F

P R O T O C O L

Miami-Dade County Employee's Medical Assessment and Testing Procedures

THE DEPARTMENT OF TRANSPORTATION DRUG AND ALCOHOL TESTING PROGRAMS

All testing and collection procedures required by this protocol will be found in the following Codes of Federal Regulations (CFR) Title 49 :

- 1) Title 49 CFR Part 40, Procedures For Transportation Workplace Drug and Alcohol Testing Programs
- 2) Title 49 CFR Part 655 - Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations
- 3) Title 49 CFR Part 382 - Controlled Substances and Alcohol Use and Testing

Program also requires the following services:

Medical Review Officer(s)

Breath Alcohol Technician(s)

Saliva Alcohol/Drug Technician(s)

Drug/Alcohol Collection

ATTACHMENT F-1

P R O T O C O L

Miami-Dade County Employee's Medical Assessment and Testing Procedures

**PART 40 - PROCEDURES FOR TRANSPORTATION WORKPLACE DRUG AND ALCOHOL
TESTING PROGRAMS**

ATTACHMENT F-2

P R O T O C O L

Dade County Employee's Medical Assessment and Testing Procedures

**PART 655--PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT
OPERATIONS**

ATTACHMENT F-3

P R O T O C O L

Dade County Employee's Medical Assessment and Testing Procedures

PART 382--CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING

ATTACHMENT G**Firefighter Health Services Protocol**

Medical examinations will be administered annually by the Department, while the employee is on duty, commencing by the first week in January each year. All bargaining unit employees shall be required to take this medical examination once every 24 months. Effective in 2011 and every odd numbered year thereafter, employees whose last names begin with the letters A-L will have mandatory physicals during their birth month, and effective 2012 and every even numbered year thereafter, employees whose last names beginning with the letters M-Z will have mandatory physicals during their birth month. The physical shall be conducted at contracted facilities mutually agreeable to the department and the union and shall consist of the following minimum requirements:

<u>12 lead EKG</u>	<u>Complete blood test</u>
<u>Hearing test</u>	<u>Lung volume test</u>
<u>Treadmill stress test if recommended by the examining physician or by the employee's physician</u>	<u>Other diagnostic tests as required by the Physician.</u>
<u>Vision test</u>	<u>Chest X-ray at employee's option</u>
<u>Toxicology and Alcohol Test</u>	<u>3-D Mammogram upon request will be provided at the employee's request, limited to one (1) time per employee every two (2) years</u>
<u>Hepatitis screening and immunization upon request</u>	<u>. Prostate Specific Antigen (PSA) tests will be provided to all males age 50 or over and to other males if recommended by the examining physician. Upon request by the employee, the test will be provided to those males age 40 or over</u>
<u>Thyroid Panel test (to include TSH, Total T3, Total and Free T4)</u>	<u>Fecal Occult Blood Test will be provided to all employees age 40 and over,18</u>
<u>Cardiac Calcium Score Test will be provided if recommended by the examining physician or upon request by an employee age 35 or over. The test is limited to once every four (4) years.</u>	<u>Ultrasound Body Scan by body region when recommended by the examining physician,15. Full body ultrasound (to include but not limited to carotid, thyroid, chest, breast, abdomen, pelvis, and scrotum and its contents) will be provided at the employee's request, limited to one (1) time per employee every two (2) years.</u>
<u>Heavy Metal testing</u>	

Appendix E - PERFORMANCE STANDARDS

Performance Criteria	Performance Standards*	Measurement
All Test Results	90% all results sent electronically using the County's Medical Records Application (with the exception of Firefighter's annual examinations) to the Human Resources Department (HR) within 3 business days from the first appointment date.	<u>90%</u>
Document Transmitting	All Physical Examination and Drug/Alcohol Results Packages and County approved documents shall be transmitted electronically to the County's secure FTP site. These documents must be transmitted no later than two (2) weeks from the date on the Work Status Report (Result).	<u>90%</u>
Timeliness (The Agency will notify the County each month when appointments are overbooked and result in non-compliance. The County will review these exceptions and determine whether to exclude them.)	Daily report of appointments shall include check-in/check-out times. Clients who arrive within 10 minutes of his or her appointment will not wait more than 30 minutes	<u>90%</u>
Narrative Report (Fitness for Duty Examination)	Findings and recommendations shall be submitted to the Human Resources Department (HR) within 5 business days of the completion of the examination.	<u>90%</u>

The Agency will provide the County with quarterly reports (report format to be determined) for each Performance Standard, confirming whether or not performance measures have been met. Additionally, the Agency will survey 50% of all County employees and applicants seen at all facilities regarding customer satisfaction on a quarterly basis. (Survey must be reviewed and approved by the County.)

Attachment 1

FACILITY, LOCATION, OPERATION AND SERVICES PROVIDED

Facility	Location	Days and Hours of Operation	Services Provided
Jackson North Medical Center	100 N.W. 170 th Street Ste. 405 North Miami Beach, FL 33169	Monday to Friday 7:00 a.m. to 5:00 p.m.	• Pre-employment and annual physical examinations • High stress physical examinations • Fitness for duty examinations • Drug/alcohol testing assessments
Park Plaza (Kendall)	8900 S.W. 117 th Avenue Suite B-202 Miami, FL 33186	Monday to Friday 7:00 a.m. to 5:00 p.m.	• Pre-employment and annual physical examinations • High stress physical examinations • Fitness for duty examinations • Drug/alcohol testing assessments
<u>Jefferson Reeves Sr. Health Center</u>	<u>1009 N.W. 5th Avenue</u> <u>Miami, FL 33136</u>	Monday to Friday 7:00 a.m. to 5:00 p.m.	• Pre-employment and annual physical examinations • Fitness for duty examinations • Drug/alcohol testing assessments
Jackson Memorial Hospital (Emergency Room)	1611 NW 12 th Avenue Miami, FL 33136	24 hours/7 days a week	• Pre-employment and annual physical examinations • High stress physical examinations • Fitness for duty examinations • Drug/alcohol testing assessments