

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #24-03861PP

Drug and Alcohol Testing Third Party Administrator Services

This Professional Services Agreement is entered into and made effective October 1, 2024 date (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and WORKFORCEQA, LLC, at 22 South Main Street, Salt Lake City, UT 84115, a limited liability company (“Consultant”).

RECITALS

WHEREAS, UTA desires to hire professional services for Drug Alcohol Testing, Third Party Administrator Services.

WHEREAS, On May 29, 2024, UTA issued Request for Proposal Package Number 24-03861PP (“RFP”) for Occupational Medical Services & Drug and Alcohol Testing Third Party Administrator Services’ encouraging interested parties to submit proposals to perform the services described in the RFP.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work for the Drug and Alcohol Testing Third Party Administrator Services.

WHEREAS, Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. SERVICES TO BE PROVIDED

a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.

b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those

related to safety and environmental protection.

d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.

e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

a. Consultant's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.

b. UTA's Project Manager will be the day-to-day contact person for UTA and shall act as the liaison between UTA and Consultant with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

3. PROGRESS OF WORK

a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Consultant fails to promptly remedy rejected Work as provided in Section 3.F, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary

corrective action using other Consultant s or UTA’s own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date of October 1, 2024 and this Contract shall remain in full force and effect for an initial five-year period expiring September 30, 2029. UTA may, with consultant’s concurrence, extend the initial term for up to five additional one-year option periods, for a total Contract period not to exceed (10) years. Consultant’s compensation under Exhibit B will increase by 3% year over year for each of the up to five additional one-year option periods.

5. **COMPENSATION**

a. For the performance of the Work, UTA shall pay Consultant in accordance with the payment provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the “Not to Exceed Amount”) specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.

d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part

hereof:

1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).
2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);

b. The above-referenced documents are made as fully a part of the Contract as if hereto.

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Consultant 's Bid or Proposal including proposed terms or conditions

Any Consultant /Consultant proposed term or condition which is in conflict with a UTA contract or solicitation term, or condition will be deemed null and void.

8. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant 's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant 's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and

demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

- A. The date, circumstances, and source of the change; and
- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Consultant’s failure to provide timely written notice as provided above shall constitute a waiver of Consultant’s rights with respect to such claim.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

9. **INVOICING PROCEDURES**

a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Consultant shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:

- i. Consultant Name
- ii. Unique Invoice Number
- iii. PO Number
- iv. Invoice Date
- v. Detailed Description of Charges
- vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal to ap@rideuta.com. Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA’s accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Consultants, agent, officers, directors, employees, joint owners, affiliates and Consultants.

11. **USE OF SUBCONSULTANTS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subConsultants, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subConsultant without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subConsultants, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subConsultants.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

12. **KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

Mike Watts

mwatts@wfqa.com

801-913-0385

If the Consultant changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages.

13. **SUSPENSION OF WORK**

a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate the Contract at any time by providing 90 days' prior written notice to the other party. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subConsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated or consequential profits or expenses based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit

of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subConsultant s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Consultant s or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

15. **CONSULTANT 'S POST TERMINATION OBLIGATIONS:**

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Consultant 's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Consultant prior to termination.

16. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant 's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subConsultants utilized in the performance of the Work at any tier.

17. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subConsultant under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Consultant without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, Consultant shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 - A. Information already in the public domain.
 - B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation.
 - C. Information developed by or in the custody of Consultant before entering into this Contract.
 - D. Information developed by Consultant through its work with other clients; and
 - E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

18. **PUBLIC INFORMATION**

Consultant acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Consultant's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

19. **INDEMNIFICATION**

Consultants shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subConsultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, a subConsultant, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of either party shall not apply to the extent that claims arise out of the sole negligence of the other party.

20. **INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, its agents, representatives, employees or subConsultants and Consultant is free to purchase additional insurance as may be determined necessary. Notwithstanding any other provision of this Contract, Consultant may fulfill its insurance obligations through its self-managed insurance program.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

a. If Consultant does not satisfy its insurance obligations through its self-managed insurance program, the policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant ".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

a. If Consultant does not satisfy its insurance obligations through its self-managed insurance program, the policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant ".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Consultant or subConsultant is exempt under UCA, AND when such Consultant or subConsultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Consultant 's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Consultant 's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Consultant 's insurance shall be primary with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit

Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONSULTANT S: Consultants' certificate(s) shall include all subConsultants as additional insureds under its policies or subConsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant 's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Consultant s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Consultant s. Utah Transit Authority must be scheduled as an additional insured on any sub-Consultant policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

21. **OTHER INDEMNITIES**

a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant 's services or deliverables such that the claimed infringement is eliminated.

b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and

the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subConsultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subConsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subConsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

22. **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant and agrees that its personnel will not represent itself as, nor claim to be, an officer or employee of UTA by reason of this Contract. Consultant is responsible to provide and pay the cost of all its employees' benefits.

23. **PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

24. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Consultant shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order,

shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Project Director/Consultant's Project Director	Five calendar days
UTA's Chief Financial Officer/Consultant's Financial Officer	Five calendar days

Unless otherwise directed by UTA's Project Manager, Consultant shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

25. **GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.

26. **ASSIGNMENT OF CONTRACT**

Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

27. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

28. **NOTICES OR DEMANDS**

a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:
Utah Transit Authority
ATTN: Pat Postell
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:
Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Consultant :
WorkforceQA, LLC
ATTN: Michael Watts
2200 S Main St
Salt Lake City, UT 84115

b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.

c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

29. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Pat Postell, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

30. **COSTS AND ATTORNEYS' FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

31. **NO THIRD-PARTY BENEFICIARY**

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Contract.

32. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. Either party may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Consultant agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA.02.07) and the U.S. General Services Administration (GSA) per diem rates

35. **SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

36. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

37. **REVOLVING DOOR RESTRICTIONS**

UTA Ethics Policy requires Board approval for the award or amendment of a contract with a Consultant that has hired a former UTA employee or who are represented by a former employee where the former employee left UTA employment within the 12 months prior to the contract award or amendment. Approval will not be given if there is a strong appearance of an unfair competitive advantage.

38. **AMENDMENTS**

Any amendment to this Contract must be in writing and executed by the authorized

representatives of each party.

39. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

40. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

WORKFORCEQA, LLC

DocuSigned by:
By Mike Watts 9/3/2024
Name Mike Watts
Title Chief Operating Officer

UTAH TRANSIT AUTHORITY:

By _____
Jay Fox
Executive Director

By _____
Kimberely Shanklin
Chief People Officer

DocuSigned by:
Mike Bell
70E33A415BA44F6
Mike Bell
UTA Legal Counsel

EXHIBIT A

Drug & Alcohol Testing Third Party Administrator Services

July 31, 2024

The contractor will implement UTA's FTA, FRA, and non-DOT drug testing program as the Third-Party Administrator (TPA). As the TPA, the contractor will adhere to 49 CFR Part 40, Part 219, and Part 655 for all procedural and regulatory requirements that assure maintenance of and compliance with the FTA, FRA and UTA (non-DOT) Drug and Alcohol Testing Programs.

The Contractor shall have the capability to provide these testing services for UTA either on-site or off-site, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

There are many components of the TPA's responsibilities, including:

- A.** General TPA services
- B.** Medical Review Officer (MRO) services
- C.** Toxicology laboratory testing of urine
- D.** Specimen collection sites, UTA on-site collections and satellite collection sites to include 24/7/365 collector availability
- E.** Urine collections
- F.** Breath alcohol collections

1. Technicians/Collectors

- a. TPA will monitor the collectors and ensure the urine, oral fluid, and breath alcohol tests are conducted by technicians who have received U.S. DOT approved training in urine specimen, oral fluid, and breath alcohol collection procedures and are qualified to do so.
- b. TPA will ensure they are equipped with approved breath testing devices which can be used for both screening and confirmation tests.
- c. TPA and the laboratories will pre-stage specimen collection kits and custody and control forms at each collection site and with all onsite collectors. Training of collections its personnel and on-site collectors/technicians will be confirmed by TPA on a yearly basis and when requested by UTA.
 - a. TPA will be proactive to correct all collector errors and procedural violations.
 - b. TPA will inform UTA of any technician problems and the need to replace technicians if they fail to correct any collection procedure problems and/or UTA will inform TPA of any problems and the need to correct any collection procedure problems.
 - c. TPA has 24-hour, 7-day per week support made available to all of its technicians should any problem or question arise. In the instance a collector is not available, TPA will generate a signed addendum as to why this occurred, and what corrective actions have been made to ensure it does not persist.

- d. TPA ensures the collection procedures described below are followed by its facility and on-site technicians.
- e. TPA will ensure the collectors and breath alcohol technicians have a copy of training materials, proper company identification (photo optional) and current federal regulations.
- f. TPA will ensure response time to scheduled and unscheduled testing does not exceed 45 minutes in the Salt Lake County area and not exceed 75 minutes to Weber, Davis and Utah County areas.

2. Drug Testing

- a. Restroom is prepared by removing adulterants, placing bluing in the toilet and/or tank, removing sink faucet handles or taping off all access to water, removing all trash receptacles from the restroom, and not allowing access to others while testing is in process.
- b. Technicians check donor's photo ID or get positive ID from direct supervisor or authorized employer representative.
- c. All donors are requested to stay in sight of the technician or under supervision of the manager until they can produce a specimen once they have been notified of the test.
- d. Donors are asked to wash their hands before providing a specimen.
- e. TPA will ensure technicians collect split specimens from only one donor at a time on all drug tests.
- f. Donor remains with the technician until the specimen has been sealed and all paperwork completed. They will be asked to refrain from washing hands until the specimen has been sealed with a tamper evident seal in order to keep the integrity of the specimen intact.
- g. Collector will review the chain of custody with the donor in a professional manner in order to explain the process and double check for errors before excusing the donor.
- h. All specimens are to be shipped the day of collection. If a courier cannot pick up that day, all specimens are to be stored in a secure location and kept in the collector custody until it is release to the courier.

3. Alcohol Testing

- a. The urine specimen collection procedures listed above will also be followed where appropriate (i.e. positive identification of the donor with the picture ID, one collection performed at a time, etc.) for alcohol testing.
- b. Ensure all Breath Alcohol Technicians have completed US DOT approved Breath Alcohol Training Program and have displayed proficiency on the instrument they are using.
- c. Evidential Breath Testing Devices only approved by the DOT will be used for all alcohol testing. Each device used for testing is capable of doing a screening and confirmation test. The devices are calibrated as needed or as per manufacture's quality assurance plan. Each calibration performed will be recorded in the calibration log.

- d. All breath- alcohol tests will be conducted in private with only the technician and the donor present in order to protect the privacy and rights of the donor and from one donor at a time.

4. Quality Assurance

- a. All chain of custody forms and test results will receive a comprehensive quality assurance review. This is to protect the accuracy and defensibility of the testing procedures.
- b. Technicians are provided with 24-hour, 7-day a week support should any problem or a question arise.
- c. TPA, its collectors and laboratory will maintain confidentiality of any and all protected information. No disclosure will be made to any person other than UTA's DER and Drug and Alcohol Program Manager, by court order or permitted under the laws of the State of Utah or Federal rules and regulations.

5. Re-analysis / Split Specimen Analysis and Additional Testing

- a. Re-analysis of DOT samples will be handled by TPA in full accordance with appropriate federal regulations. TPA will keep UTA informed of all developments as much as possible while respecting the confidentiality of the donor's medical information. TPA will work to implement UTA's policy regarding specimen re-analysis. TPA offers the DOT re-analysis procedures for all test reviews. Each donor is offered the opportunity, at his or her own cost, to challenge the lab result by sending an aliquot of the original sample to a different SMHSA certified laboratory for re-analysis. TPA offers this to provide greater protection to UTA and its employees.
- b. DOT regulations require the MRO to immediately send a donor's split sample for re-analysis when requested by the donor. The MRO is not allowed to wait for payment. If needed, TPA will seek UTA's assistance to collect this fee from the donor. Ultimately UTA will be billed for this fee if the donor does not pay.
- c. Occasionally, donors request the quantitative results regarding the analysis of their specimen. MRO will always do this when requested by the donor.
- d. TPA will also request specimen adulteration testing when they obtain information or results which indicate the specimen may have been tampered with (e.g. high/low specimen temperature at the time of collection, bleach
- e. Evidential Breath Testing Devices only approved by the DOT will be used for all alcohol testing. Each device used for testing is capable of doing a screening and confirmation test. The devices are calibrated as needed or as per manufacture's quality assurance plan. Each calibration performed will be recorded in the calibration log.

6. Additional Testing

- 1. TPA is experienced in handling conflicting laboratory analysis results between laboratories. Should this occur, TPA conducts a review of the entire collection,

analysis, and review process to determine if and where any errors could have occurred. All parties involved are interviewed by an MRO. Additional testing may be performed at the discretion of the MRO to determine the true test result.

7. Reporting and Documentation

1. Reporting of Test Result
 - a. All results will be communicated to UTA's DER as follows:
 - i. Completed collection logs will be faxed or emailed to the DER on the same day as completed.
 - ii. Custody and Control Forms (CCF's) Alcohol Testing Forms (ATF's) and related authorization forms will be mailed or physically delivered to the DER monthly.
 - iii. Negative drug and alcohol test results will be emailed via secure line directly to the DER on the same day as received from the MRO.
 - iv. Confirmed non-negative results will be reported via secure phone line directly to UTA's DER immediately upon verification from the MRO. Emailed results will be sent following phone notification.
2. Turn-Around Time
 - a. TPA will typically report out negative test results within 24 to 36 hours of collection and positive test results within 48 to 72 hours of collection.
 - b. UTA DER or Drug and Alcohol Program Manager will be contacted for assistance in reaching donors only after the MRO has been unsuccessful in contacting them for an MRO-donor interview after a reasonable 24 hours and multiple phone calls.
 - c. TPA will handle the review and reporting of all non-DOT positive test results in the same manner as DOT test. TPA will strictly follow all DOT and Operating Administration Regulations, and UTA's policies and protocols.
 - d. All tests verified positive by the MRO will be reported to UTA's DER via phone as soon as the results are verified. Following the initial report, a signed test report will be e-mailed and mailed to UTA's designated employer representative.
3. Result Reporting and Database Management
 - a. All test results are reported to UTA via secure internet by TPA at no company employees' drug and alcohol test results. Secure e-mail and auto-fax of test results (to a secure fax provided by UTA) are also available.
 - b. TPA will provide monthly summary reports electronically to the DER detailing the number of drug and alcohol tests provided by category urine and breath testing per current DOT, FTA, FRA regulations and UTA policy for pre-employment, random, follow-up, post-accident, and reasonable suspicion causes. The report will list pass and fail by

category and will be provided to UTA by the first week of the following month. An annual report, summarizing the preceding year's data will be provided by January 15 of each year.

4. Records Retention and Storage
 - a. TPA will implement DOT record retention requirements for all tests for consistency.

8. Medical Review Officer and Additional Services

1. Medical Review Officer Duties

- a. MRO duties will be performed per 49 CFR Part 40, DOT Workplace Drug Testing.
- b. TPA will review DOT and non-DOT testing the same manner to assure a rigorous, secure, and confidential handling of all tests we see. TPA will:
 - i. Review and interpret each individual test result.
 - ii. Provide a toll-free phone number for donors to call back to TPA when an MRO interview is required. A toll-free fax number is also provided for a donor's use to forward to TPA any medical or prescription information needed to complete the MRO review of the test.
 - iii. Ensure only certified MROs who are licensed physicians, may interpret test results and look for legitimate medical or alternative explanations for a positive test result.
 - iv. Conduct a drug specific medical interview with the tested individual (Spanish speaking interpreters are available as needed).
 - v. Provide a comprehensive quality assurance review of each and every drug test.
 - vi. Request assistance from UTA's DER in contacting donors to call TPA for an MRO-donor interview only after a reasonable period of time and several phone call attempts to the donor by the MRO.
 - vii. Order additional testing and re-analysis of the original test sample, as needed.
 - viii. Consult with designated employer representative, collection site(s) and laboratory officials.
 - ix. Request quantitative test data, as necessary.
 - x. Arrange for medical examination if required to rule out clinical evidence of opiate substance abuse.
 - xi. Determine and verify whether an alternative medical explanation exists for a lab positive test result.
 - xii. Perform quality assurance/quality control reviews of negative test results to ensure collectors and laboratories are complying with the appropriate regulations.
 - xiii. Verify appropriate results, positive or negative, and report back to the appropriate employer official.
 - xiv. Ensure confidential electronic transfer of test results via secure

- internet system or secure fax stay secure.
- xv. Mail hard copy test results to UTA.
- xvi. Provide summary reports to UTA's officials when requested.
- xvii. Consult with UTA's DER on legal issues, policy implementation and program design.

2. Litigation Support

- a. Phone depositions or testimony provided by an MRO.
- b. TPA Litigation Support Package: Upon receipt of an appropriate legal request, TPA will provide to UTA the following items:
 - i. Custody and Control form documentation
 - ii. MRO donor interview documentation.
 - iii. Biomedical information provided by the donor to the MRO.
- c. Laboratory Litigation Support Package.

3. Technical Assistance

- a. TPA will be available daily to answer technical questions, over the phone that UTA officials and its employees may have regarding workplace drug screening, Federal and State regulations, laboratory analysis, collection procedures, and pharmacology of drug abuse. TPA will consult with UTA and its employees as needed on a case-by-case basis. The MRO is fully accessible and knowledgeable to handle all of UTA's questions. TPA will also call UTA's DER if it determines any irregularities in the test specimen collection, analysis, and review process are determined. TPA is especially concerned with the dramatic increase in the availability and use of specimen adulteration products. TPA will work closely with the laboratory to determine when a test sample may have been adulterated. The DER and Drug and Alcohol Program Manager will be contacted as necessary to discuss specimen-tampering occurrences. Technical Assistance will be considered anormal part of day-to-day operations.
- b. TRA will assist UTA in update its Drug and Alcohol policy.

4. Random Pool Selection and Management

- a. Computer generated random selection will be available. TPA will provide UTA with a monthly or quarterly random selection list. UTA will provide an e-mail monthly or quarterly update of all personnel changes for those who are subject to random drug and/or breath alcohol test selection.

5. Supervisor Training – Drug and Alcohol Awareness Training

8. Third Party Administration

1. Program Coordination and Management

- a. Coordination and management of all aspects of the UTA drug and alcohol testing in accordance with Federal regulations, UTA's guidelines and policies. Testing includes DOT and non-DOT random, post-

- accident, reasonable suspicion, return-to-work, follow-up testing, or any other testing as required by ITA policy.
- b. Provide technical support to handle administrative, supervisor, and employee request for information.
 - c. Compile and retain DOT and non-DOT test results for 5 years.
 - d. Support all UTA Drug and Alcohol Testing Program audits and inspections by internal or external auditors.
 - e. Provide specific reports, as requested, detailing Drug and Alcohol Testing Program Activity.
 - f. Arrange out of area collection sites as requested on an ad hoc basis.
 - g. Provide prompt payment of all invoices from the laboratory and collection sites.

Performance Guarantees:

In the event of performance problems, UTA may, on a monthly basis, decrease the monthly fee paid to Drug & Alcohol Testing /Third Party Administrator by the following amounts. UTA would invoke the penalties only after 14 calendar days of attempting to resolve the performance issues with the D&A Testing /TPA Provider without success.

- 1. Failure of a Drug Collector and/or BAT to arrive on-site within thirty (30) minutes of the scheduled collection time. \$50.00 per occurrence. Consideration given to inclement weather.
- 2. Collecting a drug or alcohol test which results in a "fatal flaw" as defined by Title 48 CFR Part 40.199 (b) or Title 49 CFR Part 40.267 respectively on any drug or alcohol test collected under federal mandate and/or non-federal mandate. \$100 per occurrence.
- 3. Failure to contact UTA's DER by telephone immediately once a refusal has occurred when required for any drug tests (49 CFR 40.191(d)) and/or any alcohol tests (49 CFR 40.261(c)) under federal mandate and/or non-federal mandate. \$100 per occurrence.
- 4. TPA employee specimen collector(s) failure to complete the collection process as defined by Title 49 CFR Part 40.73. \$50 per day delayed.
- 5. Failure to provide test results within 5-business days \$10 per document. Acceptable exceptions are: (a) for laboratory analysis taking longer than 5 business days and (b) third party collection staff delays in necessary paperwork.
- 6. Failure to provide copies of CCFs, ATFs, or Authorization Forms by the last business day of the calendar month. \$10.00 per document.
- 7. Failure to provide any requested audit documents/requirements within 5 business days. \$50 per occurrence.
- 8. Any DOT/State Audit violation which leads to a civil penalty and can be directly attributed to TPA's error, 100% of the applicable penalty amount.
- 9. Failure to provide monthly reports electronically detailing the number of drug and alcohol tests provided by category per current DOT, FTA, and FRA regulations and UTA policy for pre-employment, random, follow-up, post-

accident, and reasonable suspicion/cause) by the date agreed to by the Respondent and UTA \$100 per occurrence.

**EXHIBIT B
PRICING**

- 1. Total Not-To-Exceed Amount:** The total amount payable by UTA under this contract shall not exceed \$706,000 (the "Total Not-To-Exceed Amount") over the first five (5) years of the contract. If the options are exercised with mutual consent of the Parties, the consultant will be entitled to a 3% per year price increase.

October 1, 2024 through December 31, 2024 Pricing NTE \$33,000.00 (Partial 1st Year)

Full-Service Drug and Alcohol Testing

A. Urine Drug Testing Fees:

SERVICES	COST	UNIT OF MEASURE
Urine Drug Screen Test Collect at WorkMed (including specimen collection, lab testing, and MRO <u>verification</u>)	\$41.80	Per specimen
Scheduled Test Collect On-Site - Urine Drug Screen (including specimen collection, lab testing, and MRO <u>verification</u>)	\$47.30	
Pre-Scheduled After-Hours Test Collect On-Site - Urine Drug Screen (including specimen collection, lab testing, and MRO verification)	\$47.30	Per specimen

On-Site Fees:

SERVICES - DURING BUSINESS HOURS	COST	UNIT OF MEASURE
Scheduled Test - On-Site Fee	\$55.00	Per Event
Short Notice - On-Site Fee	\$145.00	Per Event

SERVICES - AFTER-HOURS	COST	UNIT OF MEASURE
Scheduled Test - On-Site Fee	\$82.50	Per Event
Short Notice - On-Site Fee	\$177.00	Per Event

1. Business hours: Monday- Friday from 7:00 am to 5:00 pm.
2. Pricing is the same for all urine DOT and non-DOT panel drug screens.
3. Includes collection site, shipping, laboratory, and MRO fees.
4. WFQA will review all test results.

5. No additional laboratory charge for GC/MS confirmation, d, and l isomer ratio, or 6-MAM tests.
6. Special specimen adulteration testing may require additional laboratory charges. This work will be performed only after WFQA has obtained UTA's approval to proceed.
7. **Expanded opiates (Hydrocodone and Oxycodone) non-DOT testing panel levels are included in the above fees.** Alternate forms of drug testing (hair or oral fluid), laboratory analysis for Demerol, and other special drug tests are available for an additional fee.

B. Breath Alcohol Testing Fees:

SERVICES	COST	UNIT OF MEASURE
Tests collected at WorkMed Sites	\$33.00	Per test
Scheduled Test - Collected On-Site	\$33.00	Per test
Pre-Scheduled After-Hours Test Collected On-Site	\$33.00	Per test

***Screening and confirmation testing fees are included.**

C. Oral Fluid Collections:

SERVICES	COST	UNIT OF MEASURE
*Scheduled Test - Collected On-Site (Collection Only)	\$33.00	Per specimen
*Pre-Scheduled After-Hours Test Collected On-Site (Collection Only)	\$33.00	Per specimen

***Pricing includes oral fluid collection only. WFQA does not currently have laboratory analysis or kit pricing available.**

D. Wait Time Collection Fees:

SERVICES	COST	UNIT OF MEASURE
Waiting time, per hour of inactivity (charged after the 1st hour in ½ hour increments)	\$25.00	Per specimen

1. After hours: Monday - Friday from 5:01pm to 6:59am, including Weekends and Holidays.

E. FTA/FRA Program Audit- \$150.00 per hour plus travel expenses

SERVICES	COST	UNIT OF MEASURE
FTA/FRA Program Audit	*\$150.00	Per Hour

*** Plus travel expenses**

2. January 1, 2025 through December 31, 2025 Pricing NTE \$134,000.00 (Second Year)

Full-Service Drug and Alcohol Testing

A. Urine Drug Testing Fees:

SERVICES	COST	UNIT OF MEASURE
Urine Drug Screen Test Collect at WorkMed (including specimen collection, lab testing, and MRO <u>verification</u>)	\$43.05	Per specimen
Scheduled Test Collect On-Site - Urine Drug Screen (including specimen collection, lab testing, and MRO <u>verification</u>)	\$48.72	
Pre-Scheduled After-Hours Test Collect On-Site - Urine Drug Screen (including specimen collection, lab testing, and MRO verification)	\$48.72	Per specimen

On-Site Fees:

SERVICES - DURING BUSINESS HOURS	COST	UNIT OF MEASURE
Scheduled Test - On-Site Fee	\$56.65	Per Event
Short Notice - On-Site Fee	\$149.35	Per Event

SERVICES - AFTER-HOURS	COST	UNIT OF MEASURE
Scheduled Test - On-Site Fee	\$84.98	Per Event
Short Notice - On-Site Fee	\$182.31	Per Event

1. Business hours: Monday- Friday from 7:00 am to 5:00 pm.
2. Pricing is the same for all urine DOT and non-DOT panel drug screens.
3. Includes collection site, shipping, laboratory, and MRO fees.
4. WFQA will review all test results.
5. No additional laboratory charge for GC/MS confirmation, d, and l isomer ratio, or 6-MAM tests.
6. Special specimen adulteration testing may require additional laboratory charges. This work will be performed only after WFQA has obtained UTA's approval to proceed.
7. **Expanded opiates (Hydrocodone and Oxycodone) non-DOT testing panel levels are included in the above fees.** Alternate forms of drug testing (hair or oral fluid), laboratory analysis for Demerol, and other special drug tests are available for an additional fee.

B. Breath Alcohol Testing Fees:

SERVICES	COST	UNIT OF MEASURE
Tests collected at WorkMed Sites	\$33.99	Per test
Scheduled Test - Collected On-Site	\$33.99	Per test
Pre-Scheduled After-Hours Test Collected On-Site	\$33.99	Per test

***Screening and confirmation testing fees are included.**

C. Oral Fluid Collections:

SERVICES	COST	UNIT OF MEASURE
*Scheduled Test - Collected On-Site (Collection Only)	\$33.99	Per specimen
*Pre-Scheduled After-Hours Test Collected On-Site (Collection Only)	\$33.99	Per specimen

***Pricing includes oral fluid collection only. WFQA does not currently have laboratory analysis or kit pricing available.**

D. Wait Time Collection Fees:

SERVICES	COST	UNIT OF MEASURE
Waiting time, per hour of inactivity (charged after the 1st hour in ½ hour increments)	\$25.75	Per specimen

1. After hours: Monday - Friday from 5:01pm to 6:59am, including Weekends and Holidays.

E. FTA/FRA Program Audit- \$154.50 per hour plus travel expenses

SERVICES	COST	UNIT OF MEASURE
FTA/FRA Program Audit	\$154.50	Per Hour

3. January 1, 2026 through December 31, 2026 Pricing NTE: \$138,000.00 (Third Year)

Full-Service Drug and Alcohol Testing

A. Urine Drug Testing Fees:

SERVICES	COST	UNIT OF MEASURE
Urine Drug Screen Test Collect at WorkMed (including specimen collection, lab testing, and MRO verification)	\$44.35	Per specimen
Scheduled Test Collect On-Site - Urine Drug Screen (including specimen collection, lab testing, and MRO verification)	\$50.18	Per specimen
Pre-Scheduled After-Hours Test Collect On-Site - Urine Drug Screen (including specimen collection, lab testing, and MRO verification)	\$50.18	Per specimen

On-Site Fees:

SERVICES - DURING BUSINESS HOURS	COST	UNIT OF MEASURE
Scheduled Test - On-Site Fee	\$58.35	Per Event
Short Notice - On-Site Fee	\$153.83	Per Event

SERVICES - AFTER-HOURS	COST	UNIT OF MEASURE
Scheduled Test - On-Site Fee	\$87.52	Per Event
Short Notice - On-Site Fee	\$187.78	Per Event

1. Business hours: Monday- Friday from 7:00 am to 5:00 pm.
2. Pricing is the same for all urine DOT and non-DOT panel drug screens.
3. Includes collection site, shipping, laboratory, and MRO fees.
4. WFQA will review all test results.
5. No additional laboratory charge for GC/MS confirmation, d, and l isomer ratio, or 6-MAM tests.
6. Special specimen adulteration testing may require additional laboratory charges. This work will be performed only after WFQA has obtained UTA's approval to proceed.
7. **Expanded opiates (Hydrocodone and Oxycodone) non-DOT testing panel levels are included in the above fees.** Alternate forms of drug testing (hair or oral fluid), laboratory analysis for Demerol, and other special drug tests are available for an additional fee.

B. Breath Alcohol Testing Fees:

SERVICES	COST	UNIT OF MEASURE
Tests collected at WorkMed Sites	\$35.01	Per test
Scheduled Test - Collected On-Site	\$35.01	Per test
Pre-Scheduled After-Hours Test Collected On-Site	\$35.01	Per test

***Screening and confirmation testing fees are included.**

C. Oral Fluid Collections:

SERVICES	COST	UNIT OF MEASURE
*Scheduled Test - Collected On-Site (Collection Only)	\$35.01	Per specimen
*Pre-Scheduled After-Hours Test Collected On-Site (Collection Only)	\$35.01	Per specimen

***Pricing includes oral fluid collection only. WFQA does not currently have laboratory analysis or kit pricing available.**

D. Wait Time Collection Fees:

SERVICES	COST	UNIT OF MEASURE
Waiting time, per hour of inactivity (charged after the 1st hour in ½ hour increments)	\$26.52	Per specimen

1. After hours: Monday - Friday from 5:01pm to 6:59am, including Weekends and Holidays.

E. FTA/FRA Program Audit- \$159.14 per hour plus travel expenses

SERVICES	COST	UNIT OF MEASURE
FTA/FRA Program Audit	\$159.14	Per Hour

4. January 1, 2027 through December 31, 2027 Pricing NTE \$142,000.00 (Fourth Year)

Full-Service Drug and Alcohol Testing

A. Urine Drug Testing Fees:

SERVICES	COST	UNIT OF MEASURE
Urine Drug Screen Test Collect at WorkMed (including specimen collection, lab testing, and MRO <u>verification</u>)	\$45.68	Per specimen
Scheduled Test Collect On-Site - Urine Drug Screen (including specimen collection, lab testing, and MRO <u>verification</u>)	\$51.69	Per specimen
Pre-Scheduled After-Hours Test Collect On-Site - Urine Drug Screen (including specimen collection, lab testing, and MRO verification)	\$51.69	Per specimen

On-Site Fees:

SERVICES - DURING BUSINESS HOURS	COST	UNIT OF MEASURE
Scheduled Test - On-Site Fee	\$60.10	Per Event
Short Notice - On-Site Fee	\$158.45	Per Event

SERVICES - AFTER-HOURS	COST	UNIT OF MEASURE
Scheduled Test - On-Site Fee	\$90.15	Per Event
Short Notice - On-Site Fee	\$193.41	Per Event

1. Business hours: Monday- Friday from 7:00 am to 5:00 pm.
2. Pricing is the same for all urine DOT and non-DOT panel drug screens.
3. Includes collection site, shipping, laboratory, and MRO fees.
4. WFQA will review all test results.
5. No additional laboratory charge for GC/MS confirmation, d, and l isomer ratio, or 6-MAM tests.
6. Special specimen adulteration testing may require additional laboratory charges. This work will be performed only after WFQA has obtained UTA's approval to proceed.
7. **Expanded opiates (Hydrocodone and Oxycodone) non-DOT testing panel levels are included in the above fees.** Alternate forms of drug testing (hair or oral fluid), laboratory analysis for Demerol, and other special drug tests are available for an additional fee.

B. Breath Alcohol Testing Fees:

SERVICES	COST	UNIT OF MEASURE
Tests collected at WorkMed Sites	\$36.06	Per test
Scheduled Test - Collected On-Site	\$36.06	Per test
Pre-Scheduled After-Hours Test Collected On-Site	\$36.06	Per test

***Screening and confirmation testing fees are included.**

C. Oral Fluid Collections:

SERVICES	COST	UNIT OF MEASURE
*Scheduled Test - Collected On-Site (Collection Only)	\$36.06	Per specimen
*Pre-Scheduled After-Hours Test Collected On-Site (Collection Only)	\$36.06	Per specimen

***Pricing includes oral fluid collection only. WFQA does not currently have laboratory analysis or kit pricing available.**

D. Wait Time Collection Fees:

SERVICES	COST	UNIT OF MEASURE
Waiting time, per hour of inactivity (charged after the 1st hour in ½ hour increments)	\$27.32	Per specimen

1. After hours: Monday - Friday from 5:01pm to 6:59am, including Weekends and Holidays.

E. FTA/FRA Program Audit- \$163.91 per hour plus travel expenses

SERVICES	COST	UNIT OF MEASURE
FTA/FRA Program Audit	\$163.91	Per Hour

5. January 1, 2028 through December 31, 2028 Pricing NTE \$146,000.00 (Fifth Year)

Full-Service Drug and Alcohol Testing

A. Urine Drug Testing Fees:

SERVICES	COST	UNIT OF MEASURE
Urine Drug Screen Test Collect at WorkMed (including specimen collection, lab testing, and MRO <u>verification</u>)	\$47.05	Per specimen
Scheduled Test Collect On-Site - Urine Drug Screen (including specimen collection, lab testing, and MRO <u>verification</u>)	\$53.24	Per specimen
Pre-Scheduled After-Hours Test Collect On-Site - Urine Drug Screen (including specimen collection, lab testing, and MRO verification)	\$53.24	Per specimen

On-Site Fees:

SERVICES - DURING BUSINESS HOURS	COST	UNIT OF MEASURE
Scheduled Test - On-Site Fee	\$61.90	Per Event
Short Notice - On-Site Fee	\$163.20	Per Event

SERVICES - AFTER-HOURS	COST	UNIT OF MEASURE
Scheduled Test - On-Site Fee	\$92.85	Per Event
Short Notice - On-Site Fee	\$199.22	Per Event

1. Business hours: Monday- Friday from 7:00 am to 5:00 pm.
2. Pricing is the same for all urine DOT and non-DOT panel drug screens.
3. Includes collection site, shipping, laboratory, and MRO fees.
4. WFQA will review all test results.
5. No additional laboratory charge for GC/MS confirmation, d, and l isomer ratio, or 6-MAM tests.
6. Special specimen adulteration testing may require additional laboratory charges. This work will be performed only after WFQA has obtained UTA's approval to proceed.
7. **Expanded opiates (Hydrocodone and Oxycodone) non-DOT testing panel levels are included in the above fees.** Alternate forms of drug testing (hair or oral fluid), laboratory analysis for Demerol, and other special drug tests are available for an additional fee.

B. Breath Alcohol Testing Fees:

SERVICES	COST	UNIT OF MEASURE
Tests collected at WorkMed Sites	\$37.14	Per test
Scheduled Test - Collected On-Site	\$37.14	Per test
Pre-Scheduled After-Hours Test Collected On-Site	\$37.14	Per test

***Screening and confirmation testing fees are included.**

C. Oral Fluid Collections:

SERVICES	COST	UNIT OF MEASURE
*Scheduled Test - Collected On-Site (Collection Only)	\$37.14	Per specimen
*Pre-Scheduled After-Hours Test Collected On-Site (Collection Only)	\$37.14	Per specimen

***Pricing includes oral fluid collection only. WFQA does not currently have laboratory analysis or kit pricing available.**

D. Wait Time Collection Fees:

SERVICES	COST	UNIT OF MEASURE
Waiting time, per hour of inactivity (charged after the 1st hour in ½ hour increments)	\$28.14	Per specimen

1. After hours: Monday - Friday from 5:01pm to 6:59am, including Weekends and Holidays.

E. FTA/FRA Program Audit- \$168.83 per hour plus travel expenses

SERVICES	COST	UNIT OF MEASURE
FTA/FRA Program Audit	\$168.83	Per Hour

6. January 1, 2029 through September 30, 2029 Pricing NTE \$113,000 (Partial Sixth Year)

Full-Service Drug and Alcohol Testing

A. Urine Drug Testing Fees:

SERVICES	COST	UNIT OF MEASURE
Urine Drug Screen Test Collect at WorkMed (including specimen collection, lab testing, and MRO <u>verification</u>)	\$48.46	Per specimen
Scheduled Test Collect On-Site - Urine Drug Screen (including specimen collection, lab testing, and MRO <u>verification</u>)	\$54.83	Per specimen
Pre-Scheduled After-Hours Test Collect On-Site - Urine Drug Screen (including specimen collection, lab testing, and MRO verification)	\$54.83	Per specimen

On-Site Fees:

SERVICES - DURING BUSINESS HOURS	COST	UNIT OF MEASURE
Scheduled Test - On-Site Fee	\$63.76	Per Event
Short Notice - On-Site Fee	\$168.09	Per Event
SERVICES - AFTER-HOURS	COST	UNIT OF MEASURE
Scheduled Test - On-Site Fee	\$95.64	Per Event
Short Notice - On-Site Fee	\$205.19	Per Event

1. Business hours: Monday- Friday from 7:00 am to 5:00 pm.
2. Pricing is the same for all urine DOT and non-DOT panel drug screens.
3. Includes collection site, shipping, laboratory, and MRO fees.
4. WFQA will review all test results.
5. No additional laboratory charge for GC/MS confirmation, d, and l isomer ratio, or 6-MAM tests.
6. Special specimen adulteration testing may require additional laboratory charges. This work will be performed only after WFQA has obtained UTA's approval to proceed.
7. **Expanded opiates (Hydrocodone and Oxycodone) non-DOT testing panel levels are included in the above fees.** Alternate forms of drug testing (hair or oral fluid), laboratory analysis for Demerol, and other special drug tests are available for an additional fee.

B. Breath Alcohol Testing Fees:

SERVICES	COST	UNIT OF MEASURE
Tests collected at WorkMed Sites	\$38.26	Per test
Scheduled Test - Collected On-Site	\$38.26	Per test
Pre-Scheduled After-Hours Test Collected On-Site	\$38.26	Per test

***Screening and confirmation testing fees are included.**

C. Oral Fluid Collections:

SERVICES	COST	UNIT OF MEASURE
*Scheduled Test - Collected On-Site (Collection Only)	\$38.26	Per specimen
*Pre-Scheduled After-Hours Test Collected On-Site (Collection Only)	\$38.26	Per specimen

***Pricing includes oral fluid collection only. WFQA does not currently have laboratory analysis or kit pricing available.**

D. Wait Time Collection Fees:

SERVICES	COST	UNIT OF MEASURE
Waiting time, per hour of inactivity (charged after the 1st hour in ½ hour increments)	\$28.93	Per specimen

1. After hours: Monday - Friday from 5:01pm to 6:59am, including Weekends and Holidays.

E. FTA/FRA Program Audit- \$173.89 per hour plus travel expenses

SERVICES	COST	UNIT OF MEASURE
FTA/FRA Program Audit	\$173.89	Per Hour

For the 5 One-Year Options with the 3% Increase).

2029 Budget Request:	38,000 (Oct-December)
2030 Budget Request:	155,000
2031 Budget Request:	160,000
2032 Budget Request:	165,000
2033 Budget Request:	170,000
2034 Budget Request:	<u>131,500</u> (Jan- September)
Expected 5-year spend:	\$819,500