



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 667021

Procurement Type: Central Master Agreement

Vendor ID: VS0000015528

Legal Name: Envivo Health, LLC

Alias/DBA:

Total Bid: \$166,850.00

Response Date: 02/25/2020

Response Time: 13:25

SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: HHR2000000005

Published Date: 2/21/20

Close Date: 2/25/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No.04 - Drug and Alcohol Testing Services

Total of Header Attachments: 1

Total of All Attachments: 1



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 667021

Solicitation Description : Addendum No.04 - Drug and Alcohol Testing Services

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-02-25 13:30:00	SR 0506 ESR02252000000004886	1

VENDOR
VS0000015528 Envivo Health, LLC

Solicitation Number: CRFQ 0506 HHR2000000005

Total Bid : \$166,850.00 **Response Date:** 2020-02-25 **Response Time:** 13:25:47

Comments:

FOR INFORMATION CONTACT THE BUYER
 Brittany E Ingraham
 (304) 558-0067
 brittany.e.ingraham@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	All inclusive price drug & alcohol observed screening	3000.00000	EA	\$31.800000	\$95,400.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Observed
All inclusive price drug and alcohol observed screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	All inclusive price drug & alcohol unobserved screening	1500.00000	EA	\$31.800000	\$47,700.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Unobserved
All inclusive price drug and alcohol unobserved screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Cancellation fee ("no-show")	1500.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Cancellation fee ("no show")
Spec section 4.2.6
Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Hourly rate for witness testimony by collection expert	100.00000	HOUR	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Hourly rate for witness testimony by collection expert
Spec section 4.1.22.1
Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

Comments: No charge for skype or phone call

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Hourly rate for witness testimony by laboratory expert	50.00000	HOUR	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Hourly rate for witness testimony by laboratory expert
Spec section 4.1.22.2

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

Comments: No charge for skype or phone call

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Hourly rate for witness testimony by MRO expert	25.00000	HOUR	\$275.000000	\$6,875.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Hourly rate for witness testimony by MRO expert
Spec section 4.1.22.3

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Hourly rate testimony by collection expert in person	100.00000	HOUR	\$50.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Hourly rate testimony by collection expert in person at deposition
Spec section 4.1.22.4

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

Comments: 50 dollar per hour rate in person, plus travel expenses

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Hourly rate testimony by laboratory expert at deposition	50.00000	HOUR	\$100.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Hourly rate testimony by laboratory expert at deposition in person
Spec section 4.1.22.5

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

Comments: 100 dollar per hour rate in person, plus travel expenses

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Hourly rate testimony by MRO expert at deposition	25.00000	HOUR	\$275.000000	\$6,875.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Hourly rate testimony by MRO at expert in person at deposition Spec section 4.1.22.6
Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

Comments: 275 dollar per hour in rate in person, plus travel expenses



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 26 - Medical

Proc Folder: 667021

Doc Description: Drug and Alcohol Testing Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-01-29	2020-02-12 13:30:00	CRFQ 0506 HHR2000000005	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Envio Health
 7 Jamestown St.
 Russell Springs, KY 42642
 866.936.8486

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X

FEIN #

82-4710700

DATE 02/19/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources (DHHR), Office of Drug Control Policy (ODCP), to establish an open end contract for drug and alcohol testing services for selected Jobs and Hope WV participants as needed and requested by its agents for all 55 counties, per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	All inclusive price drug & alcohol observed screening	10000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Observed

All inclusive price drug and alcohol observed screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications.

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	All inclusive price drug & alcohol unobserved screening	10000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Unobserved

All inclusive price drug and alcohol unobserved screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications.

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Cancellation fee ("no-show")	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Cancellation fee ("no show")
Spec section 4.2.6

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Hourly rate for witness testimony by collection expert	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate for witness testimony by collection expert
Spec section 4.1.22.1

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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85121810			

Extended Description :

Hourly rate for witness testimony by laboratory expert
Spec section 4.1.22.2

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Hourly rate for witness testimony by MRO expert	25.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate for witness testimony by MRO expert
Spec section 4.1.22.3

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate testimony by collection expert in person at deposition
Spec section 4.1.22.4

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

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PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate testimony by laboratory expert at deposition in person
Spec section 4.1.22.5

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Hourly rate testimony by MRO expert at deposition	25.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate testimony by MRO at expert in person at deposition Spec section 4.1.22.6

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline (10:00 AM ET)	2020-02-04



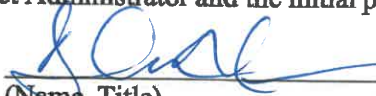
HHR2000000005	Document Phase Draft	Document Description Drug and Alcohol Testing Services	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 DIRECTOR

(Name, Title)
Daniel Needham, Director

(Printed Name and Title)
7 Jamestown St., Russell Springs, KY 42642


(Address)
Phone: 866.936.8486 Fax: 844.928.9675

(Phone Number) / (Fax Number)
dan@envivohealth.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Envivo Health

(Company)
 DIRECTOR

(Authorized Signature) (Representative Name, Title)
Daniel Needham, Director

(Printed Name and Title of Authorized Representative)
02/19/2020

(Date)
Phone: 866.936.8486 Fax: 844.928.9675

(Phone Number) (Fax Number)

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

**REQUEST FOR QUOTATION
Drug and Alcohol Testing Services**

protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13


Patrick Morrisey
Attorney General

AGREED:

Name of Agency:

Signature: _____

Title: _____

Date: _____

Name of Associate:

Signature:  _____

Title: Director _____

Date: 02/19/2020 _____

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code § 6D-1-2*)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Envivo Health

Authorized Signature:  Date: 02/19/2020

State of Kentucky

County of Russell, to-wit:

Taken, subscribed, and sworn to before me this 19 day of February, 2020.

My Commission expires March 4, 2020

AFFIX SEAL HERE

NOTARY PUBLIC 



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 26 – Medical

Proc Folder: 667021

Doc Description: Addendum No.01 - Drug and Alcohol Testing Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-02-10	2020-02-14 13:30:00	CRFQ 0506 HHR2000000005	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Envivo Health
 7 Jamestown St.
 Russell Springs, KY 42642
 866.936.8486

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X

FEIN #

82-4710700

DATE

02/19/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No.01 - The purpose of this addendum is to:

1. Modify the bid opening date as follows:

Bid opening WAS 02/12/2020 at 1:30 PM ET
 Bid opening IS NOW 02/14/2020 at 1:30 PM ET

Responses to vendor questions will be issued under separate addendum.

No other changes.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	All inclusive price drug & alcohol observed screening	10000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Observed

All inclusive price drug and alcohol observed screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications.

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	All inclusive price drug & alcohol unobserved screening	10000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Unobserved

All inclusive price drug and alcohol unobserved screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications.

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Cancellation fee ("no-show")	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Cancellation fee ("no show")
Spec section 4.2.6

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Hourly rate for witness testimony by collection expert	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate for witness testimony by collection expert
Spec section 4.1.22.1

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Hourly rate for witness testimony by laboratory expert	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Hourly rate for witness testimony by laboratory expert
Spec section 4.1.22.2

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Hourly rate for witness testimony by MRO expert	25.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Hourly rate for witness testimony by MRO expert
Spec section 4.1.22.3

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Hourly rate testimony by collection expert in person	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate testimony by collection expert in person at deposition
Spec section 4.1.22.4

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Hourly rate testimony by laboratory expert at deposition	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate testimony by laboratory expert at deposition in person
Spec section 4.1.22.5

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Hourly rate testimony by MRO expert at deposition	25.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Hourly rate testimony by MRO at expert in person at deposition Spec section 4.1.22.6
Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline (10:00 AM ET)	2020-02-04

SOLICITATION NUMBER: CRFQ 0506 HHR2000000005
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0506 HHR2000000005 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation: The purpose of this addendum is to:

1. Modify the bid opening date as follows:

Bid opening WAS 02/12/2020 at 1:30 PM ET
Bid opening IS NOW 02/14/2020 at 1:30 PM ET

Responses to vendor questions will be issued under separate addendum.

No other changes.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0506 HHR200000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

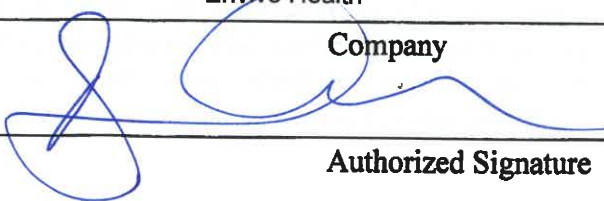
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Envivo Health

Company


Authorized Signature

02/19/2020

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 26 – Medical

Proc Folder: 667021

Doc Description: Addendum No.02 - Drug and Alcohol Testing Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-02-13	2020-02-21 13:30:00	CRFQ 0506 HHR2000000005	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Envivo Health
 7 Jamestown St
 Russell Springs, KY 42642
 866.936.8486

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X

FEIN # 82-4710700

DATE 02/19/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No.02 - The purpose of this addendum is to:

1. Modify the bid opening date as follows:

Bid opening WAS 02/14/2020 at 1:30 PM ET
 Bid opening IS NOW 02/21/2020 at 1:30 PM ET

2. Modify the estimated quantities for Commodity Line 1 "observed screening" and Commodity Line 2 "unobserved screening."

3. Publish vendor questions and agency responses.

No other changes.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	All inclusive price drug & alcohol observed screening	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
 Observed

All inclusive price drug and alcohol observed screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications.

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	All inclusive price drug & alcohol unobserved screening	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
 Unobserved

All inclusive price drug and alcohol unobserved screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications.

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Cancellation fee ("no-show")	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Cancellation fee ("no show")
Spec section 4.2.6

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Hourly rate for witness testimony by collection expert	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate for witness testimony by collection expert
Spec section 4.1.22.1

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Hourly rate for witness testimony by laboratory expert	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate for witness testimony by laboratory expert
Spec section 4.1.22.2

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Hourly rate for witness testimony by MRO expert	25.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate for witness testimony by MRO expert
Spec section 4.1.22.3

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Hourly rate testimony by collection expert in person	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Hourly rate testimony by collection expert in person at deposition
Spec section 4.1.22.4

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Hourly rate testimony by laboratory expert at deposition	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Hourly rate testimony by laboratory expert at deposition in person
Spec section 4.1.22.5

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Hourly rate testimony by MRO expert at deposition	25.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate testimony by MRO at expert in person at deposition Spec section 4.1.22.6

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline (10:00 AM ET)	2020-02-04

SOLICITATION NUMBER: CRFQ 0506 HHR2000000005
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ 0506 HHR2000000005 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation: The purpose of this addendum is to:

1. Modify the bid opening date as follows:

Bid opening WAS 02/14/2020 at 1:30 PM ET
Bid opening IS NOW 02/21/2020 at 1:30 PM ET
2. Modify the estimated quantities for **Commodity Line 1 "observed screening"** and **Commodity Line 2 "unobserved screening."**
3. Publish vendor questions and agency responses.

No other changes.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Question 1: It is indicated that the project estimates 10,000 drug screens with observed collections and 10,000 drug screens that are not observed collections. I understand volumes are estimated, but can you help me understand what would determine if a collection will be observed or not observed? The RFQ mentions that collections should follow DOT collection procedures and within the DOT the circumstances of when an observed collection is conducted is pretty narrow.

Answer 1: Initial drug screening for participants of this program should be an observed collection. Collections after that can be unobserved. Please see the modification to the estimated quantities for commodity line 1 and commodity line 2.

Question 2: Can you describe how collection process is being handled today? Are you sending the donors to a clinic? Or sending a collector do the donor? Or having mass onsite collections at a WV designated locale? Or something else? If a mix, what is the approximate breakdown?

Answer 2: Currently, we are sending donors to a site to be screened.

Question 3: Is WV open to using electronic chain of custody when it is available?

Answer 3: Yes.

Question 4: I don't think it is, but can you confirm if this is actual employment testing (person is taking test as it relates to a job with State of WV) or is the testing being used as a qualifier for an individual to participate in the Jobs & Hope WV program?

Answer 4: The testing is being used to determine eligibility to participate in Jobs & Hope WV.

Question 5: There is quite a bit contractual legal language and HIPAA documentation to review. The time allotted until submission may not be enough time for our legal team to review the terms and conditions. If we submit a quote is there a way to extend the legal review beyond the 2/12/2020 close date.

Answer 5: Vendor must submit their bid in its entirety before the indicated bid opening date and time. Please refer to Item 11 Exceptions and Clarifications located within the "Instructions to Vendors Submitting Bids."

Question 6: How many drugs are being screened in the panel?

Answer 6: That answer is in the RFQ in 4.1.15.

Question 7: Are all screens urine samples, or would there be other testing required (ie. Hair/Nail, Peth?)

Answer 7: This is procurement is for urine screens only.

Question 8: Approximately how many screens would be performed in a year?

Answer 8: This information can be found on the pricing page, that number is an estimate.

Question 9: In the scope of work section 4.1.15 provides a list of drugs to be tested for. Alcohol is included. Is an alcohol test always conducted? What is the methodology? Breath? Urine? Urine ETG?

Answer 9: Urine.

Question 10: Item 4.1.16 specifies MRO must be a WV licensed physician. Is this negotiable? We have a team of 10 certified MROs that handle our MRO duties, they are licensed physicians but not in WV.

Answer 10: This specification is not negotiable.

Question 11: Item 4.1.9.4 specifies the vendor must make arrangements for the initial screening appointment to be observed by collection site personnel. Can you provide additional details around this requirement? How is this being handled today? Also, how many of these events are to occur?

Answer 11: This is a new expectation. All collections are observed at this time which is a burden on our program participants. We have recently changed our requirements to having the initial screening observed.

Question 12: Who is the current provider?

Answer 12: RN Expertise, Inc.

Question 13: What is the current pricing?

Answer 13: \$33.30/test

Question 14: What are the current collection sites? Has there been any issues with them?

Answer 14:

WEST VIRGINIA COLLECTION SITE LIST IN ORDER BY ZIPCODE

Vendor Name	Address	Zip Code
Signature Drug Testing, LLC - Rochester	404 Adams St, Rochester, PA	15074
St Clair Occup Med Center - Bethel Park	2000 Oxford Dr Ste 100, Bethel Park, PA	15102
Global Screening, LLC - Winchester	110 Featherbed Lane #6, Winchester, VA	22601
Valley Health Urgent Care	607 E Jubal Early Drive Winchester VA	22601
Valley Urgent Care	65 Riverton Commons Plaza Front Royal VA	22630
Valley Urgent Care	33820 Old Valley Pike Strasburg VA	22657
Arcpoint Labs of Salem	1627 E Main Street, Salem, VA	24153
C-Health, P.C. - Lebanon	495 East Main Street, Lebanon, VA	24266
Bluefield Regional Medical Center	500 Cherry St Bluefield WV	24701
McDowell County Day Report	109 Wyoming Street Welch WV	24801
Pocohontas County Day Report	300 2nd Ave Marlinton WV	24954
COMPASS Occ Med	175 Smiley Dr St Albans WV	25177
HHG	221 4th Avenue St Albans WV	25177
Ripley Valley Family Care	512 A South Church St Ripley WV	25271
Wyoming County Day Report	155 Park Street Pineville WV	24874
COMPASS Occ Med	912 Quarrier Street Charleston WV	25301
COMPASS Occ Med	114 West Washington Str 2nd floor Charleston WV	25302
Valley Urgent Care	97 Administrative Dr Martinsburg WV	25404
Valley Urgent Care	1179 TJ Jackson Drive Ste B Falling Waters	25419
Valley Urgent Care	100 Oak Lee Dr Ranson WV	25438
Quality Drug Testing	8 Airport Rd Chapmanville WV	25508
Coalfield Family Services	20824 Rt 52 Fort Gay WV	25514
Reliant Drug Test Solutions, LLC - Hurricane	3400-B Teays Valley Road, Hurricane, WV	25526
Reliant Drug Test Solutions, LLC -	703 Ste A 22nd Street Point Pleasant WV	25550
ST Mary's Occ Med	2827 5th Ave Huntington WV 25702	25702
Quality Drug Testing	3136 Robert C. Byrd Drive Beckley WV	25801
Nicholas County Day Report	603 Broad Street Summersville WV	25840

Summers Count Day Report	120 Ballengee Street Ste 220 Hinton WV	25951
Doctors Urgent Care	24 Homestead Rd Wheeling WV	26003
Families Forward	4001/2 Market Street Parkersburg WV	26101
Parkersburg Family Care	2610 Camden Ave Parkersburg WV	26101
Coplin Health Systems	483 Court Street Elizabeth WV	26143
Minnie Hamilton Hospital	186 Hospital Drive Grantsville WV	26147
River Valley Family Care	606 Washington St Ravenswood WV	26164
Sistersville General Hospital - Sisterville	314 Wells St, Sisterville, WV	26175
Tucker County Day Report	213 First Street Parsons WV	26287
Webster County Memorial Hospital	324 Miller Mountain DR Webster Springs WV	26288
Together in Recovery	84 South Main Street Phillipi WV	26416
Doddridge County Day Report	123 West Main Street West Union WV	26456
Timesavers	109 Lawless Rd Morgantown WV	26501
Marion County Day Report	211 Adams Street Fairmont WV	26554
Quality Drug Testing	11 Middletown Rd White Hall WV	26554
Mineral County Day Report	130 N Main Street Keyser WV	26726
Grant County Day Report	5 Highlands Ave Petersburg WV	26847
Akme Drug Testing - Ashland	1701 Central Ave, Ashland, KY	41101
Doctors Urgent Care	51342 National RD St Clairsville, OH	43950
Greenbriar Day Report	147 Main Street West Ronceverte WV	24970

Question 15: Please Confirm: alcohol testing is only required via urine analysis not Breath Alcohol Testing.

Answer 15: That's correct.

Question 16: Please Confirm: Mobile Services are not required.

Answer 16: That's correct.

Question 17: Please Confirm: If Mobile Services are offered, there is no special field to relay pricing and that pricing would have to be absorbed into the fields for all-inclusive price drug & alcohol observed/unobserved screening.

Answer 17: Mobile Services are not being requested.

Question 18: I was wondering if you guys are permitting vendors to subcontract a portion of the services if spelled out in the formal quote submission.

Answer 18: If subcontractors are used, they must be in compliance as stated in the General Terms and Conditions, Section 32 Licensing/Subcontractor Compliance. Vendor must also comply with all mandatory specifications as it pertains to subcontracting.

Question 19: Will all of the individuals for this program go to a collection facility or clinic to have their sample collected?

Answer 19: Yes.

Question 20: There are not sites in each county that observe for urine collections and no sites in each county that are open from 7 to 5. open at 8 or 9 and close from 3:30 to 5. Bidders cannot meet these requirements. Sites are also not available in each county that observe specimen collection. Not sites in every county for collection and not in hours requested

Answer 20: If a single vendor does not have a collection site in every county in WV then we are allowing subcontractors to be used. Please see specification 4.1.9.

Question 21: Who is the incumbent provider of the services?

Answer 21: RN Expertise, Inc.

Question 22: What are the prices currently being paid for the services?

Answer 22: \$33.30/test

Question 23: What is the current annual volume of specimens? Number of observed collections? Number of unobserved collections? What criteria are used to determine whether a collection is observed or unobserved?

Answer 23: Our current contract has only been in place since October 2019 so we do not have a number for annual volume. The quantities on the pricing pages is our best estimate of tests needed per year. Currently all collections are observed collections. This solicitation is asking that all initial testing be observed.

Question 24: Line items 1 & 2 only indicate that screening drug testing is used. Is screening to be done using instant tests (dip stick, instant-read cup also known as field test kits) or laboratory immunoassay screening? Should the

“all inclusive” price include confirmation testing (LC-MS/MS) on specimens where there is a presumptive positive screening result?

Answer 24: Screenings are meant to be urine collections. “All inclusive” would include confirmation testing if there isn’t a line on the pricing page.

Question 25: Is the current contract available to view? If so, what is the solicitation number?

Answer 25: The current contract is CMA 0506 HHR2000000003 and the solicitation number is ARFQ HHR2000000003.

Question 26: What is the positivity rate of the specimens? This will help determine the number of confirmation tests needed (for better pricing accuracy).

Answer 26: The positivity rate is 5%.

Question 27: What is the current volume at each collection site? How many collection sites are there currently? What are the locations/addresses of the current collection sites?

Answer 27: Please refer to the answer to question number 14 for the number/location/address of the current collection sites.

Question 28: How many times in the past year has expert witness testimony been requested?

Answer 28: Our current contract has been in place since October 2019 and there have been 0 testimonies requested.

Question 29: How many times in the past year have specimen collectors been subpoenaed to testify?

Answer 29: Our current contract has been in place since October 2019 and there have been 0 subpoenas issued.

Question 30: Will telephonic/video testimony be accepted (eg. Skype, Zoom, Microsoft Teams)?

Answer 30: This is a decision made by the judge.

Question 31: Approximately how many litigation packages (4.1.21) were requested in the past year?

Answer 31: Our current contract has been in place since October 2019 and there have been 0 litigation packages requested.

Question 32: Instead of an MRO, would a toxicologist with board certifications through American Board of Forensic Toxicology ABFT (F-ABFT) and American Board of Clinical Chemistry ABCC (DABCC-Toxicological Chemistry, DABCC-Clinical Chemistry) be acceptable?

Answer 32: At this time we are requesting an MRO.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0506 HHR2000000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

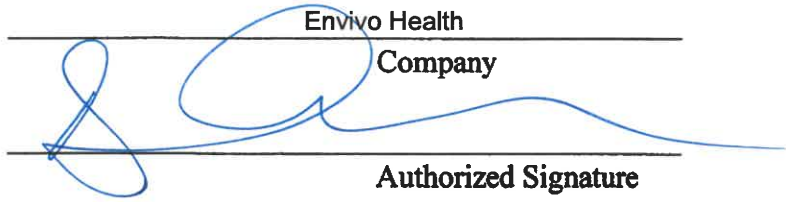
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Envivo Health
Company



Authorized Signature

02/19/2020
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 26 - Medical

Proc Folder: 667021
 Doc Description: Addendum No.03 - Drug and Alcohol Testing Services
 Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-02-20	2020-02-25 13:30:00	CRFQ 0506 HHR2000000005	4

BID RECEIVING LOCATION

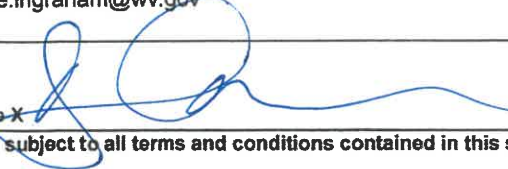
BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-0067
 brittany.e.ingraham@wv.gov

Signature  FEIN # 82-4710700 DATE 2/20/20
 All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No.03 - The purpose of this addendum is to:

1. Modify the bid opening date as follows:

Bid opening WAS 02/21/2020 at 1:30 PM ET
 Bid opening IS NOW 02/25/2020 at 1:30 PM ET

No other changes.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	All inclusive price drug & alcohol observed screening	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Observed

All inclusive price drug and alcohol observed screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications.

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	All inclusive price drug & alcohol unobserved screening	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Unobserved

All inclusive price drug and alcohol unobserved screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications.

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the

estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Cancellation fee ("no-show")	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Cancellation fee ("no show")
Spec section 4.2.6

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Hourly rate for witness testimony by collection expert	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate for witness testimony by collection expert
Spec section 4.1.22.1

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Hourly rate for witness testimony by laboratory expert	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate for witness testimony by laboratory expert
Spec section 4.1.22.2

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Hourly rate for witness testimony by MRO expert	25.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate for witness testimony by MRO expert
Spec section 4.1.22.3

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Hourly rate testimony by collection expert in person	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate testimony by collection expert in person at deposition
Spec section 4.1.22.4

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Hourly rate testimony by laboratory expert at deposition	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate testimony by laboratory expert at deposition in person
Spec section 4.1.22.5

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Hourly rate testimony by MRO expert at deposition	25.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate testimony by MRO at expert in person at deposition Spec section 4.1.22.6

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Question Deadline (10:00 AM ET)	2020-02-04

SOLICITATION NUMBER: CRFQ 0506 HHR2000000005
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ 0506 HHR2000000005 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation: The purpose of this addendum is to:

1. Modify the bid opening date as follows:

Bid opening WAS 02/21/2020 at 1:30 PM ET
Bid opening IS NOW 02/25/2020 at 1:30 PM ET

No other changes.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0506 HHR2000000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

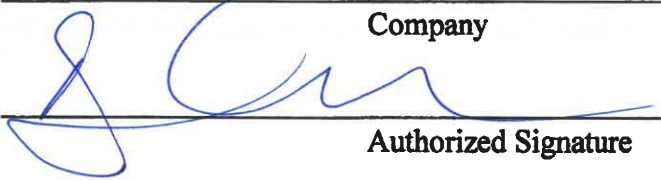
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Envivo Health

Company


Authorized Signature
02/20/2020

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 26 – Medical

Proc Folder: 667021

Doc Description: Addendum No.04 - Drug and Alcohol Testing Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-02-20	2020-02-25 13:30:00	CRFQ 0506 HHR2000000005	5

BID RECEIVING LOCATION

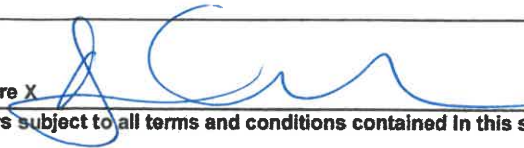
BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-0067
 brittany.e.ingraham@wv.gov

Signature  FEIN # 82-4710700 DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No.04 - The purpose of this addendum is to:

1. Modify specification 4.1.6 and 4.1.16 per the attached.
2. Publish additional vendor questions and agency responses.

No other changes.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	All inclusive price drug & alcohol observed screening	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Observed

All inclusive price drug and alcohol observed screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications.

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	All inclusive price drug & alcohol unobserved screening	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Unobserved

All inclusive price drug and alcohol unobserved screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications.

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Cancellation fee ("no-show")	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Cancellation fee ("no show")
Spec section 4.2.6

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Hourly rate for witness testimony by collection expert	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Hourly rate for witness testimony by collection expert
Spec section 4.1.22.1

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Hourly rate for witness testimony by laboratory expert	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate for witness testimony by laboratory expert
Spec section 4.1.22.2

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Hourly rate for witness testimony by MRO expert	25.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate for witness testimony by MRO expert
Spec section 4.1.22.3

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Hourly rate testimony by collection expert in person	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate testimony by collection expert in person at deposition
Spec section 4.1.22.4

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Hourly rate testimony by laboratory expert at deposition	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate testimony by laboratory expert at deposition in person
Spec section 4.1.22.5

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV25301-3702 US		PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Hourly rate testimony by MRO expert at deposition	25.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Hourly rate testimony by MRO at expert in person at deposition Spec section 4.1.22.6

Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline (10:00 AM ET)	2020-02-04

SOLICITATION NUMBER: CRFQ 0506 HHR2000000005
Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as CRFQ 0506 HHR2000000005 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation: The purpose of this addendum is to:

1. Modify specification 4.1.6 and 4.1.16 per the attached.
2. Publish additional vendor questions and agency responses.

No other changes.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Specification Modification
CRFQ 0506 HHR2000000005
Addendum No.04

Addendum No.04 is issued to:

Cancel section **4.1.6** and in its entirety and replace with the following:

4.1.6 Vendor must provide scheduled service Monday through Friday, excluding West Virginia State Holidays. Locations must be open for a minimum of 6 hours between the hours of 7:00 AM ET and 5:00 PM ET.

Cancel section **4.1.16, Answer 10, and Answer 32** from **Addendum No.02** in its entirety and replace with the following:

4.1.16 Vendor must provide, as part of its services, a Certified Medical Review Officer (MRO). The MRO shall be a licensed physician with knowledge of substance abuse disorders and have appropriate medical training necessary, which can be found at <http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>, to interpret and evaluate controlled substances test results. The MRO shall be certified in accordance with 49 CFR Part 40.

Additional Vendor Questions and Agency Responses
CRFQ 0506 HHR2000000005
Addendum No.04

Question 1: There are not vendor sites nor contractor sites open in each county at they hours required. Do we not turn in response?

Answer 1: See Section 5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Additionally, see the attached specification modification.

Question 2: The US DOT does not require a MRO to be in any State. The MRO does not ever see the donor. TPA's have their own contracted MRO's on staff. Why would competition be limited to a MRO licensed only in West Virginia? MRO's practice in all states and do not only have customers in one State but throughout the entire United States. The US DOT only requires that they be a licensed physician and does not restrict them to only review drug tests in one state since companies have locations throughout the US.

Answer 2: See the attached specification modification.

Question 3: Do we not turn in a bid if we do not have sites in every county because they do not exist?

Answer 3: Please see Answer 1.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0506 HHR2000000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Envivo Health

Company


Authorized Signature
02/21/2020

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Envivo Health
PO Box 1376
Russell Springs, KY 42642
Phone/Fax: (866) 936-8486
envivohealth.com

Envivo Health LLC is proud to provide the following RESPONSE to the State of West Virginia Request for Quotation 26 – Medical. CRFQ 0506 HHR2000000005 and all Addenda.

Envivo Health is the joinder of a fast growing Kentucky company specializing in drug testing and background services, and the expertise of Premier Integrity Solutions, which provided twenty years of drug testing services in the region for twenty years before being purchased by Envivo in January, 2020. See: Envivo materials, Exhibit 11. We are uniquely qualified to meet the needs of West Virginia and to fulfill the service requirements of the RFQ. Envivo was formed in February, 2016, but assumed the forensic services branch of PremierTox 2.0, Inc., which was formed in 2011. Premier Integrity Solutions, which was purchased by Envivo in January, 2020, was formed in 1999. Envivo exceeds the five year service requirement found in the RFQ. See: Exhibit 4.

By its signature hereon, Envivo affirms the following:

Envivo has read and agreed to the general RFQ terms and conditions outlined in the Request.

Envivo affirms that this is an open-end contract and it is capable of fulfilling the agreement terms regardless of test volume or length of contract.

All applicable licenses and certifications are included in this bid response. Please see Exhibit 1 (lab licenses and certifications) and Exhibit 2 (License to do business in West Virginia).

Envivo's MRO certification is found at Exhibit 3. This fulfills the requirements of Section 4.1.16 of the RFQ.

Envivo partners with a number of SAMHSA and CAP FDT laboratories. This meets and exceeds the demands of the RFQ at Section 4.1.14 and 4.1.15. For purposes of this RFQ, Envivo is partnering with Alere, Medtox and LabCorp. Copies of the SAMHSA certifications for those laboratories is found at Exhibit 5.

Proof of Insurance for Envivo is found at Exhibit 6 (Commercial Liability coverage and Cyber Coverage) and Exhibit 7 (Auto insurance). Envivo also maintains Workers Compensation coverage in each state in which it operates. Proof of insurance is available upon request.

Envivo confirms that West Virginia has a right to cancel the Contract upon written notice in accordance with West Virginia Code of State Rules Section 148-1-5.2b.

West Virginia law governs this contract and operations thereunder.



Envivo has privacy, security and confidentiality training and coverage as required by the RFQ at Section 30. See: Envivo HR policies for Privacy and Security, Exhibit 8, and Envivo Cyber Coverage, Exhibit 6.

Envivo is an independent contractor with regard to the State of West Virginia, and shall provide all indemnification agreements required under this contract.

Envivo has capacity to provide reporting and data in the format requested by West Virginia.

Envivo maintains strict compliance training and reporting policies for all employees. See: Exhibit 10.

Envivo conducts monthly sanction screening of all employees, agents, contractors and vendors. See: Exhibit 9 (Background and Sanction Screening policies). Proof of background and sanction screening is available upon request.

Envivo affirms the DHHR requirements found in Section 4.2 of the RFQ.

Background information: Envivo Health will provide the Contract Services specified in the RFQ. Envivo provides such services, as well as new hire and post-accident testing, MRO services and collector, toxicologist and MRO testimony across multiple states. Envivo Health is a Kentucky for profit corporate entity with its primary office located at entity with its primary office located at 7 Jamestown Street, Russell Springs, KY 42642. Envivo's website is: <https://www.envivohealth.com/> and the toll free number for Envivo is (866)936-8486.

Since its inception Envivo has provided forensic, court ordered, pre-employment and post-accident drug testing on urine, hair, sweat patches and oral fluids. Much of Envivo's business is training the employees of its clients in drug testing, reasonable suspicion, compliance and best practices, and in creating policies and procedures for drug testing for clients. Envivo also offers all types of drug testing to customers across the nation, ranging from local jails to state government agencies like the Cabinet for Health and Family Services, Administrative Office of the Courts, and Energy and Environmental Protection Cabinet in Kentucky.

Envivo's Director of Operations Dan Needham. Envivo maintains a 24/7 staffed customer service hotline, overseen by Provider Relations/Customer Service Lead Morgan Camp. Envivo's IT Director Zac Coffey will be the primary individual responsible for the project management and reporting integration for any reporting or portal access requested by West Virginia.

Change Management: Envivo will address changes required by West Virginia promptly, using its personnel as identified above.

Compliance with 49 CFR Part 40: Envivo staff are trained to perform the services requested under the RFQ, Section 4.1.5. Envivo's collection, storage, chain of custody and confidentiality policies and procedures are available upon request. Envivo provides in-house training for all staff, and confirmation of training for employees of any vendor it utilizes to aid in contract fulfillment. Split sample collection is used by Envivo in accordance with Section 4.1.13 of the RFQ. Envivo uses industry standard monitoring during the sample collection process. For observed urine collection, Envivo follows the DOT policy and guidelines used nationwide, even for non-DOT collections. Monitored collection is used most frequently, but observed collection is available by all collectors where required. Monitored collection requires that the bathroom and collection site be treated and cleaned so as to remove extra water or other methods of undetected sample tampering. Clients remove coats, and leave purses or other belongings in secure lockers during the sample collection process. Observed collection requires a same sex, eyes on collection in accordance with Envivo training and the Envivo observed collections policy. All Envivo collectors receive initial and annual training on cultural competency and boundary issues. Observed collection is a standard procedure for Envivo staff and testing will be conducted in accordance with Section 4.1.9.4 of the RFQ.

Chain of custody: Envivo uses the DOT standard for chain of custody and the procedures specified in the RFQ. This includes having the test subject observe all facets of the collection/packaging of the sample, signatures from the collector and the test subject, and the use of specific tape and packaging to ensure that the samples are tamper proof. A chain of custody form is attached as Exhibit 13.

Risk and Issue Management: Envivo prevents most risk and issues by effective training for staff before they work in the field, including cultural competency training, experience using translation services or interpreters for clients for whom English is not the first or primary language, anti-harassment provisions, OSHA training, general lab compliance and blood borne pathogen training. Envivo also provides training for all collectors in DOT procedures, reasonable suspicion training, and observed collections training. In addition, Envivo does thorough background checks of all employees and provides monthly sanction screening to catch all recent but undisclosed concerns in the employee population. Envivo staff have reporting and whistleblower training and are required to fill out incident reports for each concern or issue that arises. Those are transmitted to Envivo staff or to the anonymous reporting hotline and are promptly addressed. Envivo employees also have 24/7 availability to reach out to Envivo's compliance/HIPAA/Privacy and Security Officer, to the OSHA/Facilities manager and to legal counsel, should an issue require expert assistance

The company completes an annual HIPAA Privacy and Security Risk Assessment and has policies and procedures in place for securing all data and protecting the integrity of the system. This includes multiple firewall protections, a backup server at an offsite location, monthly tests of the integrity of the system, and written policies in place to cover all HIPAA, 42 CFR Part 2, State or Federal data, and PHI. Envivo has an IT Director with a decade of experience in health systems management and an offsite supplemental expert, which provides guidance and assistance in exceptional situations. The company completes an annual HIPAA Privacy and Security Risk



Assessment and has policies and procedures in place for securing all data and protecting the integrity of the system. This includes multiple firewall protections, a backup server at an offsite location, monthly tests of the integrity of the system, and written policies in place to cover all HIPAA, 42 CFR Part 2, State or Federal data, and PHI. Actual policies and procedures may be provided upon request. Envivo meets the RFQ requirements of Section 4.1.18.

Reporting: Envivo provides reporting of results in the manner specified in RFQ Section 4.1.17 and 4.1.20. Reporting of test results is provided through a partnership with Test Vault (Setaris Corporation), with its address being 323 E. 93rd St, Yorkville, New York, NY 10128. Test vault allows for almost immediate reporting of rapid testing devices and interfaces with the Envivo system as well as with the Department's preferred systems. Test vault also provides a portal through which individual clients or locations can log on to pull results, if that is something that would be of benefit to any site or to the Department. Envivo can assure prompt reporting of all results and rapid input of results data to aid the court and sites in assessing compliance and issues, and in managing the test process. All test results are to be sent to the designated contact person via fax, email, web access database or other transmission means as identified by West Virginia. On a regular schedule as requested or outlined, Envivo will provide a flat file via FTP or any other requested method. This file will contain laboratory analysis results of urine drug screens to database. This can be modified to any required data fields requested.

Envivo's MRO service is through Nationwide Medical Review 7160 Graham Rd, Indianapolis, IN 46250
Phone: (317)547-8620 Fax: (317)-568-0849

Project communications: Envivo is proud of its clear and transparent communications practices. Envivo Director Dan Needham personally visits each client and each partner or contracted site regularly during the term of any contract. Dan is the account manager for this RFQ, See: Section 4.1.19. All Envivo management staff are available 24/7 and all are cross-trained to fill every role in case of emergency. Staff resumes are found at Exhibit 12.

Expert Testimony: Envivo staff and contractors are available to provide court testimony, either live or in the manner requested by the individual court, as outlined in Section 4.1.22.

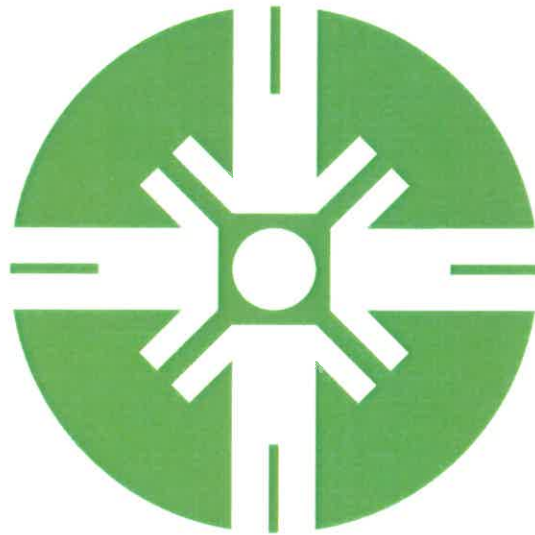
Records Retention: Envivo retains all records in accordance with 49 CFR Part 40 and Section 4.1.23 of the RFQ.

State of West Virginia

Drug and Alcohol Testing Services

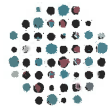
Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #1



envivo

PEOPLE AT THE CENTER



COLLEGE of AMERICAN
PATHOLOGISTS



The College of American Pathologists
certifies that the laboratory named below

**Laboratory Corporation of America
Clinical Toxicology
Durham, North Carolina
Ntei Abudu, PhD**

CAP Number: 7191443
AU-ID: 1431904
CLIA Number: 34D0877242

has met all applicable standards for accreditation and is hereby accredited by the
College of American Pathologists' Laboratory Accreditation Program. Reinspection
should occur prior to November 17, 2021 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

Chair, Accreditation Committee

President, College of American Pathologists

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS
LABORATORY CORPORATION OF AMERICA HOLD
1904 T W ALEXANDER DRIVE
RESEARCH TRIANGLE PARK, NC 27709

CLIA ID NUMBER
34D0877242

EFFECTIVE DATE
01/03/2020

LABORATORY DIRECTOR
NTEI ABUDU Ph.D.

EXPIRATION DATE
01/02/2022

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer
Karen W. Dyer, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

57 certs2_120319

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
TOXICOLOGY (340)	01/03/2006		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



COLLEGE of AMERICAN
PATHOLOGISTS



The College of American Pathologists
certifies that the laboratory named below

**Laboratory Corporation of America
Raritan Laboratory
Raritan, New Jersey
Araceli O. Borbon-Reyes, MD**

CAP Number: 1216801
AU-ID: 1177560
CLIA Number: 31D0125232

has met all applicable standards for accreditation and is hereby accredited by the
College of American Pathologists' Laboratory Accreditation Program. Reinspection
should occur prior to September 15, 2020 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

Chair, Accreditation Committee

President, College of American Pathologists

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS
LABORATORY CORPORATION OF AMERICA HOLD
69 FIRST AVE
RARITAN, NJ 08869-1810

CLIA ID NUMBER
31D0125232

EFFECTIVE DATE
02/28/2019

LABORATORY DIRECTOR
ARACELI O BORBON-REYES M.D.

EXPIRATION DATE
02/27/2021

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.
This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



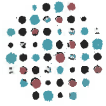
Karen W. Dyer
Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

163 certs2_012919

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	07/27/1995	ANTIBODY TRANSFUSION (520)	08/29/2008
MYCOBACTERIOLOGY (115)	07/27/1995	ANTIBODY NON-TRANSFUSION (530)	07/27/1995
MYCOLOGY (120)	07/27/1995	ANTIBODY IDENTIFICATION (540)	08/29/2008
PARASITOLOGY (130)	07/27/1995	HISTOPATHOLOGY (610)	11/16/1998
VIROLOGY (140)	07/27/1995	ORAL PATHOLOGY (620)	09/20/2011
SYPHILIS SEROLOGY (210)	07/27/1995	CYTOLOGY (630)	11/16/1998
GENERAL IMMUNOLOGY (220)	07/27/1995		
ROUTINE CHEMISTRY (310)	07/27/1995		
URINALYSIS (320)	07/27/1995		
ENDOCRINOLOGY (330)	07/27/1995		
TOXICOLOGY (340)	03/29/2003		
HEMATOLOGY (400)	07/27/1995		
ABO & RH GROUP (510)	07/27/1995		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



COLLEGE of AMERICAN
PATHOLOGISTS



The College of American Pathologists
certifies that the laboratory named below

**Laboratory Corporation of America
Laboratory
Houston, Texas
Kyle L. Eskue, MD**

CAP Number: 2106901
AU-ID: 1185960
CLIA Number: 45D0663318

has met all applicable standards for accreditation and is hereby accredited by the
College of American Pathologists' Laboratory Accreditation Program. Reinspection
should occur prior to September 24, 2020 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

Chair, Accreditation Committee

President, College of American Pathologists

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS
LABORATORY CORPORATION OF AMERICA
7207 NORTH GESSNER
HOUSTON, TX 77040

CLIA ID NUMBER
45D0663318

EFFECTIVE DATE
02/09/2019

LABORATORY DIRECTOR

EXPIRATION DATE

KYLE L ESKUE M.D.

02/08/2021

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer

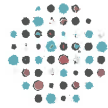
Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

825 Certs2_011519

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	07/27/1995	ANTIBODY IDENTIFICATION (540)	01/19/2009
MYCOLOGY (120)	07/27/1995	HISTOPATHOLOGY (610)	07/27/1995
PARASITOLOGY (130)	07/27/1995	ORAL PATHOLOGY (620)	07/27/1995
VIROLOGY (140)	07/27/1995	CYTOLOGY (630)	06/13/2003
SYPHILIS SEROLOGY (210)	06/01/2004		
GENERAL IMMUNOLOGY (220)	07/27/1995		
ROUTINE CHEMISTRY (310)	07/27/1995		
URINALYSIS (320)	07/27/1995		
ENDOCRINOLOGY (330)	07/27/1995		
TOXICOLOGY (340)	11/16/1998		
HEMATOLOGY (400)	07/27/1995		
ABO & RH GROUP (510)	07/27/1995		
ANTIBODY NON-TRANSFUSION (530)	07/27/1995		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



COLLEGE of AMERICAN
PATHOLOGISTS



The College of American Pathologists
certifies that the laboratory named below

**Laboratory Corporation of America Holdings
LabCorp OTS Southaven
Southaven, Mississippi
Irene Shu, PhD, D(ABCC)**

CAP Number: 4185502
AU-ID: 1195389
CLIA Number: 25D0984103

has met all applicable standards for accreditation and is hereby accredited by the
College of American Pathologists' Laboratory Accreditation Program. Reinspection
should occur prior to July 22, 2021 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

Chair, Accreditation Committee

President, College of American Pathologists

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS
LABORATORY CORPORATION OF AMERICA HOLD
1120 MAIN STREET
SOUTHAVEN, MS 38671

CLIA ID NUMBER
25D0984103

EFFECTIVE DATE
05/08/2019

LABORATORY DIRECTOR
IRENE SHU Ph.D.

EXPIRATION DATE
05/07/2021

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer
Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality



COLLEGE of AMERICAN
PATHOLOGISTS



The College of American Pathologists
certifies that the laboratory named below

MEDTOX Laboratories, Inc
Forensic Drug Testing
Saint Paul, Minnesota
Jennifer A. Collins, PhD

CAP Number: 3039202
AU-ID: 1192042

has met all applicable standards for accreditation and is hereby accredited by the
College of American Pathologists' Forensic Drug Testing Accreditation Program.
Reinspection should occur prior to February 4, 2019 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

Chair, Commission on Laboratory Accreditation

President, College of American Pathologists



COLLEGE of AMERICAN
PATHOLOGISTS



The College of American Pathologists
certifies that the laboratory named below

MedTox Laboratories Inc
Main Laboratory
Saint Paul, Minnesota
Mark G. Catlin, MD

CAP Number: 3039201
AU-ID: 1189554
CLIA Number: 24D0665278

has met all applicable standards for accreditation and is hereby accredited by the
College of American Pathologists' Laboratory Accreditation Program. Reinspection
should occur prior to February 4, 2019 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

Chair, Commission on Laboratory Accreditation

President, College of American Pathologists

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS
MEDTOX LABORATORIES
402 W COUNTY RD D
SAINT PAUL, MN 55112-3522

CLIA ID NUMBER
24D0665278

EFFECTIVE DATE
08/03/2017

LABORATORY DIRECTOR
MARK G CATLIN M.D.

EXPIRATION DATE
08/02/2019

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer
Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

171 Certs2_070417

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	06/13/2008	HISTOPATHOLOGY (610)	06/13/2008
MYCOLOGY (120)	06/13/2008	ORAL PATHOLOGY (620)	06/13/2008
PARASITOLOGY (130)	06/13/2008	CYTOLOGY (630)	06/13/2008
VIROLOGY (140)	06/13/2008		
SYPHILIS SEROLOGY (210)	08/03/1999		
GENERAL IMMUNOLOGY (220)	10/13/2000		
ROUTINE CHEMISTRY (310)	08/03/1999		
URINALYSIS (320)	08/03/1999		
ENDOCRINOLOGY (330)	08/03/1999		
TOXICOLOGY (340)	04/03/2003		
HEMATOLOGY (400)	08/03/1999		
ABO & RH GROUP (510)	08/23/2010		
ANTIBODY NON-TRANSFUSION (530)	08/23/2010		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

Click to Reset Form

Instant Drug Testing Report

Specimen ID: _____ Collection Test Date: _____

Step - 1: Employer information (completed by collector/employer representative)

Company/Collection Site:

Address: _____ City: _____ State: _____ Postal Code: _____

Phone: _____ Fax: _____

Picture ID Verified: Photo ID Employer Rep Donor's ID Number: _____

Donor Information - (completed by donor)

Donor's Last name: _____ Donor's First Name: _____

Donor's Phone No.: _____ Donor's Date of Birth: _____

DONOR CONSENT:

I certify that I am about to provide my urine specimen to the collector. I will not adulterate my specimen in any manner and the information provided on this form is correct. I hereby consent to this test, release and hold harmless the employer and test facility and give permission for the result of this/these test (s) to be given to my employer, prospective employer or employer agents.

Donor's Signature: _____ Date: _____

Step - 2: Collection Information - (completed by collector)

Reason for Test: Pre-Employment Random Cause Post Accident Return to Duty
 Follow Up Other

Kit Exp. Date / Lot #: _____ / _____ Time of Collection: _____

Specimen Temperature within Range: Yes (90-100F) No, Record temp here:

Comments:

Step - 3: Initial Test Results (completed by collector/tester)

Negative
 Further Testing Needed—*All non-negative results must be confirmed using GC/MS*

COLLECTOR/TESTER CERTIFICATION: I certify that the donor's identification had been positively verified and that the specimen identified on this form is the specimen that the donor provided. I certify that I have used the specimen received from the donor and that I have conducted, obtained and recorded the screening test results listed below.

Signature of Collector/Tester: _____ Date: _____

Print Collector/Tester's name: _____

Click to Print

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF COMPLIANCE**

LABORATORY NAME AND ADDRESS
ALERE TOXICOLOGY SERVICES, INC
450 SOUTHLAKE BLVD
RICHMOND, VA 23236

CLIA ID NUMBER
49D0864215

EFFECTIVE DATE
07/24/2016

LABORATORY DIRECTOR
JOHN W TURNER M.D.

EXPIRATION DATE
07/23/2018

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer

Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

80 Certs2_062816

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

LAB CERTIFICATION (CODE)
TOXICOLOGY (340)

EFFECTIVE DATE
07/24/2008

LAB CERTIFICATION (CODE)

EFFECTIVE DATE

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF REGISTRATION**

LABORATORY NAME AND ADDRESS
ALERE TOXICOLOGY SERVICES, INC
1111 NEWTON STREET
GRETNA, LA 70053

CLIA ID NUMBER
19D0457328

EFFECTIVE DATE
03/13/2017

LABORATORY DIRECTOR
DAVID A GREEN Ph.D.

EXPIRATION DATE
03/12/2019

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



A handwritten signature in black ink, appearing to read "Karen W. Dyer". The signature is written in a cursive style.

Karen W. Dyer, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality



COLLEGE of AMERICAN
PATHOLOGISTS



The College of American Pathologists
certifies that the laboratory named below

Alere Toxicology Services Inc
Laboratory
Richmond, Virginia
David Green, PhD

CAP Number: 7173301
AU-ID: 1367347

has met all applicable standards for accreditation and is hereby accredited by the
College of American Pathologists' Forensic Drug Testing Accreditation Program.
Reinspection should occur prior to April 30, 2018 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

Chair, Commission on Laboratory Accreditation

President, College of American Pathologists



COLLEGE of AMERICAN
PATHOLOGISTS



The College of American Pathologists certifies
that the laboratory named below

**Alere Toxicology services Inc
Laboratory
Gretna, Louisiana
David A. Green, PhD**

CAP Number: 1993701
AU-ID: 1191936

has met all applicable standards for accreditation and
is hereby accredited by the College of American Pathologists'
Forensic Drug Testing Accreditation Program. Reinspection
should occur prior to February 7, 2018 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

Chair, Commission on Laboratory Accreditation

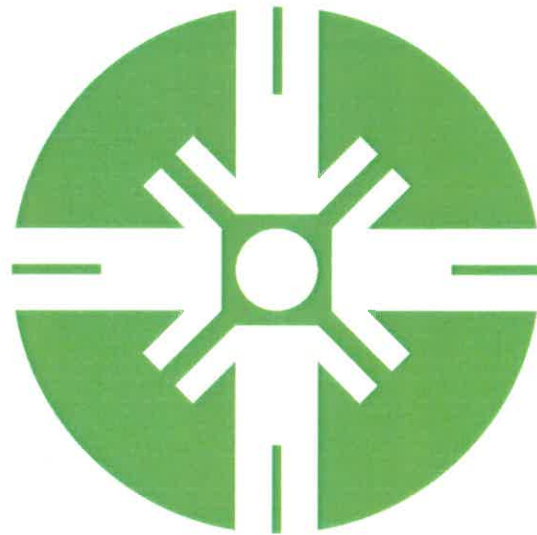
President, College of American Pathologists

State of West Virginia

Drug and Alcohol Testing Services

Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #2



envivo

PEOPLE AT THE CENTER

State of West Virginia



Certificate

*I, Mac Warner, Secretary of State,
of the State of West Virginia, hereby certify that*

ENVIVO HEALTH, LLC

has filed the appropriate registration documents in my office according to the provisions of the West Virginia Code and hereby declare the organization listed above as duly registered with the Secretary of State's Office.

*Given under my hand and
the Great Seal of West Virginia
on this day of
May 02, 2019*



Mac Warner

Secretary of State

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**ENVIVO HEALTH, LLC
2431 LAKEWAY DR 17A-1
RUSSELL SPRINGS, KY 42642-4652**

BUSINESS REGISTRATION ACCOUNT NUMBER: 2373-6932

This certificate is issued on: **05/07/2019**

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

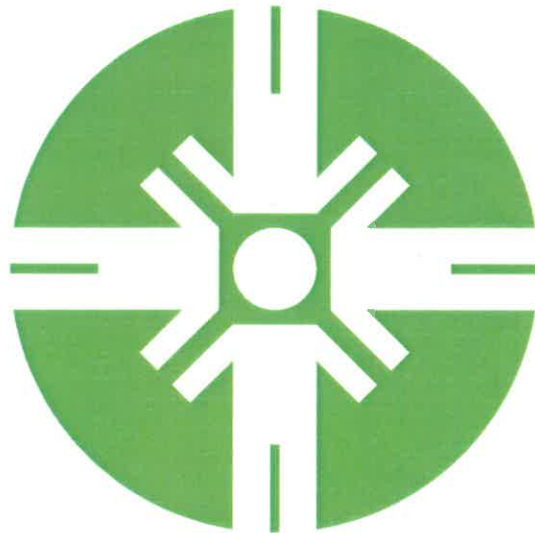
TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

State of West Virginia

Drug and Alcohol Testing Services

Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #3



envivo
PEOPLE AT THE CENTER

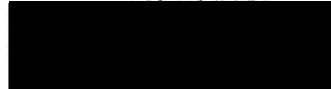


Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

American Association of Medical Review Officers

May 18, 2015

Verification of Certification for: Jerome Cooper, D.O.



Certification Number:



Current Certification Date: May 15, 2015

Certification Expiration Date: May 15, 2020

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO).

For all physicians certified or recertified by AAMRO after October 1, 2010 will have to attend an MRO training program and take the exam. Recertification is required every five years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers (www.aamro.com).

Theodore F. Shults, J.D., M.S.
Chairman

AAMRO

American Association of Medical Review Officers



THIS IS TO CERTIFY THAT
Steven Paschall, M.D.

having presented to the Executive Board of the American Association of Medical Review Officers satisfactory evidence of prescribed qualification and having passed an approved examination before the

American Association of Medical Review Officers


in accordance with national standards of competency and expertise established for Medical Review Officers, is hereby accredited and designated as a

Certified Medical Review Officer

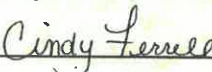
and by order of the AAMRO Board has been entered as such in the
AAMRO Registry of Certified Medical Review Officers

Given and dated this 11th day of December 2016



 Chairman

Countersigned and sealed with the Seal of
the American Association of Medical Review
Officers the day and date above written

 Corporate Secretary



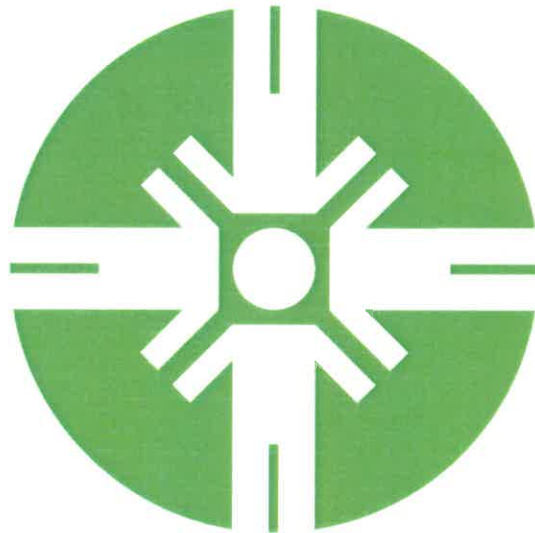
Certificate Number

State of West Virginia

Drug and Alcohol Testing Services

Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #4



envivo
PEOPLE AT THE CENTER

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

Alison Lundergan Grimes
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Existence

Authentication number: 215092
Visit <https://app.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Alison Lundergan Grimes, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

Envivo Health, LLC

is a limited liability company duly organized and existing under KRS Chapter 14A and KRS Chapter 275, whose date of organization is February 12, 2016 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that articles of dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 25th day of April, 2019, in the 227th year of the Commonwealth.



Alison Lundergan Grimes

Alison Lundergan Grimes
Secretary of State
Commonwealth of Kentucky
215092/0944193

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

LA00
0944193.06
Alison Lundergan Grimes
Secretary of State
Received and Filed
2/12/2016 12:00:00 AM
Fee receipt: \$40.00

Alison Lundergan Grimes
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Articles of Organization
Limited Liability Company

KLC

For the purposes of forming a limited liability company in Kentucky pursuant to KRS Chapter 275, the undersigned organizer hereby submits the following Articles of Organization to the Office of the Secretary of State for filing:

Article I: The name of the company is

Envivo Health, LLC

Article II: The street address of the company's initial registered office in Kentucky is

327 Logan St, Frankfort, KY 40604

and the name of the initial registered agent at that address is **Anna Whites**

Article III: The mailing address of the company's initial principal office is

Po Box 622, Jamestown, KY 42629

Article IV: The limited liability company is to be managed by **Managers**

Executed by the Organizer on Friday, February 12, 2016

Name of Organizer: **Boanerges Holdings Group**

Signature of individual signing on behalf of Organizer:
Steve Klipp

I, **Anna Whites**, consent to serve as the Registered Agent on behalf of the limited liability company.

Signature of Registered Agent or individual signing on behalf of the company serving as Registered Agent:

Anna Whites

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

L906
0944193
Alison Lundergan Grimes
KY Secretary of State
Received and Filed
2/21/2018 3:33:27 AM
Fee receipt: \$10.00

Alison Lundergan Grimes
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Statement of Change of
Principal Office Address

POC

Pursuant to the provisions of KRS chapters 271B, 273, 275, or 362, the undersigned hereby applies to change the principal office on behalf of

Envivo Health, LLC

which is organized in the state of Kentucky, and for that purpose submits the following statements:

1. Address of current principal office

Po Box 622
Jamestown, KY 42629

2. Principal office is hereby changed to:

Po Box 1375
Russell Springs, KY 42642

3. Signature of officer or chairman of the board

Terry Stephens, Member

Signature and Title

Type or print name and title

2/21/2018 3:33 AM

Date

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

LARP
0944193
Alison Lundergan Grimes
KY Secretary of State
Received and Filed
4/11/2019 10:42:14 AM
Fee receipt: \$15.00

Alison Lundergan Grimes
Secretary of State
P. O. Box 1150
Frankfort, KY 40602-1150
(502) 564-3490
<http://www.sos.ky.gov>

Annual Report
Online Filing

ARP

Company: Envivo Health, LLC
Company ID: 0944193
State of origin: Kentucky
Formation date: 2/12/2016 12:00:00 AM
Date filed: 4/11/2019 10:42:14 AM
Fee: \$15.00

Principal Office

PO BOX 1376
RUSSELL SPRINGS, KY 42642

Registered Agent Name/Address:

Anna Whites
327 Logan St
Frankfort, KY 40604

Members/Managers

Member Terry Stephens P.O. Box 1376 Russell Springs, KY 42642

County: Russell
Business size: Large
Business type: Health Services

Signatures

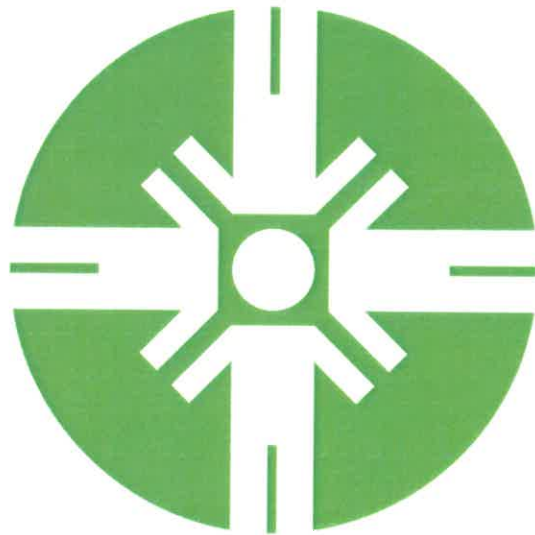
Signature Title
Nina Roy
Administrative Office Coordinator

State of West Virginia

Drug and Alcohol Testing Services

Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #5



envivo
PEOPLE AT THE CENTER

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Laboratory Corporation of America Holdings

Southaven, MS

NLCP Laboratory Number: 0249

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective December 27, 1989

Pamela S. Hyde, J.D.
Administrator
Substance Abuse and Mental Health Services Administration



Frances M. Harding
Director
Center for Substance Abuse Prevention

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Laboratory Corporation of America Holdings

Houston, TX
NLCP Laboratory Number: 0355

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective August 31, 2000

Pamela S. Hyde, Y.D.
Administrator
Substance Abuse and Mental Health Services Administration



Frances M. Harding
Director
Center for Substance Abuse Prevention

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Laboratory Corporation of America Holdings

Raritan, NJ

NLCP Laboratory Number: 0153

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective July 23, 1990

A handwritten signature in black ink, appearing to read 'Pamela S. Hyde'.

Pamela S. Hyde, D.
Administrator
Substance Abuse and Mental Health Services Administration



A handwritten signature in black ink, appearing to read 'Frances M. Harding'.

Frances M. Harding
Director
Center for Substance Abuse Prevention

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Laboratory Corporation of America Holdings

Research Triangle Park, NC
NLCP Laboratory Number: 0077

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective December 7, 1988

Pamela S. Hyde, J.D.
Administrator
Substance Abuse and Mental Health Services Administration



Frances M. Harding
Director
Center for Substance Abuse Prevention

SUPPLEMENTARY INFORMATION: The Department of Health and Human Services (HHS) notifies federal agencies of the laboratories and Instrumented Initial Testing Facilities (IITF) currently certified to meet the standards of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines). The Mandatory Guidelines were first published in the **Federal Register** on April 11, 1988 (53 FR 11970), and subsequently revised in the **Federal Register** on June 9, 1994 (59 FR 29908); September 30, 1997 (62 FR 51118); April 13, 2004 (69 FR 19644); November 25, 2008 (73 FR 71858); December 10, 2008 (73 FR 75122); April 30, 2010 (75 FR 22809); and on January 23, 2017 (82 FR 7920).

The Mandatory Guidelines were initially developed in accordance with Executive Order 12564 and section 503 of Public Law 100-71. The "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as amended in the revisions listed above, requires strict standards that laboratories and IITFs must meet in order to conduct drug and specimen validity tests on urine specimens for federal agencies.

To become certified, an applicant laboratory or IITF must undergo three rounds of performance testing plus an on-site inspection. To maintain that certification, a laboratory or IITF must participate in a quarterly performance testing program plus undergo periodic, on-site inspections.

Laboratories and IITFs in the applicant stage of certification are not to be considered as meeting the minimum requirements described in the HHS Mandatory Guidelines. A HHS-certified laboratory or IITF must have its letter of certification from HHS/SAMHSA (formerly: HHS/NIDA), which attests that it has met minimum standards.

In accordance with the Mandatory Guidelines dated January 23, 2017 (82 FR 7920), the following HHS-certified laboratories and IITFs meet the minimum standards to conduct drug and specimen validity tests on urine specimens:

HHS-Certified Instrumented Initial Testing Facilities

Dynacare, 6628 50th Street NW, Edmonton, AB Canada T6B 2N7, 780-784-1190 (Formerly: Gamma-Dynacare Medical Laboratories)

HHS-Certified Laboratories

ACM Medical Laboratory, Inc., 160 Elmgrove Park, Rochester, NY 14624, 844-486-9226

Alere Toxicology Services, 1111 Newton St., Gretna, LA 70053, 504-361-8989/800-433-3823 (Formerly: Kroll

Laboratory Specialists, Inc., Laboratory Specialists, Inc.)
Alere Toxicology Services, 450 Southlake Blvd., Richmond, VA 23236, 804-378-9130 (Formerly: Kroll Laboratory Specialists, Inc.; Scientific Testing Laboratories, Inc.; Kroll Scientific Testing Laboratories, Inc.)

Baptist Medical Center-Toxicology Laboratory, 11401 I-30, Little Rock, AR 72209-7056, 501-202-2783 (Formerly: Forensic Toxicology Laboratory Baptist Medical Center) Clinical Reference Laboratory, Inc., 8433 Quivira Road, Lenexa, KS 66215-2802, 800-445-6917

DrugScan, Inc., 200 Precision Road, Suite 200, Horsham, PA 19044, 800-235-4890

Dynacare,* 245 Pall Mall Street, London, ONT, Canada N6A 1P4, 519-679-1630 (Formerly: Gamma-Dynacare Medical Laboratories) ElSohly Laboratories, Inc., 5 Industrial Park Drive, Oxford, MS 38655, 662-236-2609

Laboratory Corporation of America Holdings, 7207 N. Gessner Road, Houston, TX 77040, 713-856-8288/800-800-2387

Laboratory Corporation of America Holdings, 69 First Ave., Raritan, NJ 08869, 908-526-2400/800-437-4986 (Formerly: Roche Biomedical Laboratories, Inc.)

Laboratory Corporation of America Holdings, 1904 TW Alexander Drive, Research Triangle Park, NC 27709, 919-572-6900/800-833-3984 (Formerly: LabCorp Occupational Testing Services, Inc., CompuChem Laboratories, Inc.; CompuChem Laboratories, Inc., A Subsidiary of Roche Biomedical Laboratory; Roche CompuChem Laboratories, Inc., A Member of the Roche Group)

Laboratory Corporation of America Holdings, 1120 Main Street, Southaven, MS 38671, 866-827-8042/800-233-6339 (Formerly: LabCorp Occupational Testing Services, Inc.; MedExpress/National Laboratory Center)

LabOne, Inc. d/b/a Quest Diagnostics, 10101 Renner Blvd., Lenexa, KS 66219, 913-888-3927/800-873-8845 (Formerly: Quest Diagnostics Incorporated; LabOne, Inc.; Center for Laboratory Services, a Division of LabOne, Inc.)

MedTox Laboratories, Inc., 402 W. County Road D, St. Paul, MN 55112, 651-636-7466/800-832-3244

Legacy Laboratory Services—MetroLab, 1225 NE 2nd Ave., Portland, OR 97232, 503-413-5295/800-950-5295
Minneapolis Veterans Affairs Medical Center, Forensic Toxicology

Laboratory, 1 Veterans Drive, Minneapolis, MN 55417, 612-725-2088, Testing for Veterans Affairs (VA) Employees Only

National Toxicology Laboratories, Inc., 1100 California Ave., Bakersfield, CA 93304, 661-322-4250/800-350-3515

One Source Toxicology Laboratory, Inc., 1213 Genoa-Red Bluff, Pasadena, TX 77504, 888-747-3774 (Formerly: University of Texas Medical Branch, Clinical Chemistry Division; UTMB Pathology-Toxicology Laboratory)

Pacific Toxicology Laboratories, 9348 DeSoto Ave., Chatsworth, CA 91311, 800-328-6942 (Formerly: Centinela Hospital Airport Toxicology Laboratory)

Pathology Associates Medical Laboratories, 110 West Cliff Dr., Spokane, WA 99204, 509-755-8991/800-541-7891x7

Phamatech, Inc., 15175 Innovation Drive, San Diego, CA 92128, 888-635-5840

Quest Diagnostics Incorporated, 1777 Montreal Circle, Tucker, GA 30084, 800-729-6432 (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories)

Quest Diagnostics Incorporated, 400 Egypt Road, Norristown, PA 19403, 610-631-4600/877-642-2216 (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories)

Quest Diagnostics Incorporated, 8401 Fallbrook Ave., West Hills, CA 91304, 818-737-6370 (Formerly: SmithKline Beecham Clinical Laboratories)

Redwood Toxicology Laboratory, 3700 Westwind Blvd., Santa Rosa, CA 95403, 800-255-2159

STERLING Reference Laboratories, 2617 East L Street, Tacoma, Washington 98421, 800-442-0438

U.S. Army Forensic Toxicology Drug Testing Laboratory, 2490 Wilson St., Fort George G. Meade, MD 20755-5235, 301-677-7085, Testing for Department of Defense (DoD) Employees Only

* The Standards Council of Canada (SCC) voted to end its Laboratory Accreditation Program for Substance Abuse (LAPSA) effective May 12, 1998. Laboratories certified through that program were accredited to conduct forensic urine drug testing as required by U.S. Department of Transportation (DOT) regulations. As of that date, the certification of those accredited Canadian laboratories will continue under DOT authority. The responsibility for conducting quarterly performance testing plus periodic on-site inspections of those LAPSA-accredited laboratories was transferred to the U.S. HHS, with

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

MedTox Laboratories, Inc.

St. Paul, MN

NLCP Laboratory Number: 0094

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective December 7, 1988

A handwritten signature in cursive script, appearing to read 'Pamela S. Hyde'.

Pamela S. Hyde, J.D.
Administrator
Substance Abuse and Mental Health Services Administration



A handwritten signature in cursive script, appearing to read 'Frances M. Harding'.

Frances M. Harding
Director
Center for Substance Abuse Prevention

AMERICAN BOARD OF FORENSIC TOXICOLOGY

INCORPORATED 1976 IN THE DISTRICT OF COLUMBIA

THE AMERICAN BOARD OF FORENSIC TOXICOLOGY, INC., HEREBY DECLARES
THAT THE PROFESSIONAL EDUCATION, ATTAINMENTS,
AND COMPETENCE OF

JENNIFER A. COLLINS, Ph.D.

HAVE BEEN FOUND SATISFACTORY, AND THAT THE OTHER REQUIREMENTS OF
THIS BOARD HAVE BEEN FULFILLED; AND THEREFORE GRANTS THIS
CERTIFICATE OF QUALIFICATION IN FORENSIC TOXICOLOGY AS A

FELLOW

RECOGNIZED BY

*American Academy of Forensic Sciences
California Association of Toxicologists
Society of Forensic Toxicologists
Canadian Society of Forensic Science
Southwestern Association of Toxicologists*



CERTIFICATE NO. [REDACTED]

[Signature]
PRESIDENT
[Signature]
VICE-PRESIDENT
[Signature]
SECRETARY
[Signature]
TREASURER

The American Board of Forensic Toxicology is accredited by the Forensic Specialties Accreditation Board

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Southwestern Association of Toxicologists*



CERTIFICATE NO. [REDACTED]

[Signature]
PRESIDENT
[Signature]
VICE-PRESIDENT
[Signature]
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Laboratory Specialists, Inc., Laboratory Specialists, Inc.)
 Alere Toxicology Services, 450 Southlake Blvd., Richmond, VA 23236, 804-378-9130 (Formerly: Kroll Laboratory Specialists, Inc.; Scientific Testing Laboratories, Inc.; Kroll Scientific Testing Laboratories, Inc.)
 Baptist Medical Center-Toxicology Laboratory, 11401 I-30, Little Rock, AR 72209-7056, 501-202-2783 (Formerly: Forensic Toxicology Laboratory Baptist Medical Center)
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 MedTox Laboratories, Inc., 402 W. County Road D, St. Paul, MN 55112, 651-636-7466/800-832-3244
 Legacy Laboratory Services—MetroLab, 1225 NE 2nd Ave., Portland, OR 97232, 503-413-5295/800-950-5295
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Laboratory, 1 Veterans Drive, Minneapolis, MN 55417, 612-725-2088, Testing for Veterans Affairs (VA) Employees Only
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 One Source Toxicology Laboratory, Inc., 1213 Genoa-Red Bluff, Pasadena, TX 77504, 888-747-3774 (Formerly: University of Texas Medical Branch, Clinical Chemistry Division; UTMB Pathology-Toxicology Laboratory)
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 STERLING Reference Laboratories, 2617 East L Street, Tacoma, Washington 98421, 800-442-0438
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Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Alere Toxicology Services, Inc.

Richmond, VA
NLCP Laboratory Number: 0760

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective June 20, 1994

Pamela S. Hyde, D.D.
Administrator
Substance Abuse and Mental Health Services Administration



Frances M. Harding
Director
Center for Substance Abuse Prevention

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Alere Toxicology Services, Inc.

Gretna, LA

NLCP Laboratory Number: 0083

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective June 26, 1989

A handwritten signature in cursive script, appearing to read 'Pamela S. Hyde'.

Pamela S. Hyde, J.D.
Administrator
Substance Abuse and Mental Health Services Administration



A handwritten signature in cursive script, appearing to read 'Frances M. Harding'.

Frances M. Harding
Director
Center for Substance Abuse Prevention

AMERICAN BOARD OF FORENSIC TOXICOLOGY

INCORPORATED 1976 IN THE DISTRICT OF COLUMBIA

THE AMERICAN BOARD OF FORENSIC TOXICOLOGY, INC., HEREBY DECLARES
THAT THE PROFESSIONAL EDUCATION, ATTAINMENTS,
AND COMPETENCE OF

EUGENE W. SCHWILKE, PhD

HAVE BEEN FOUND SATISFACTORY, AND THAT THE OTHER REQUIREMENTS OF
THIS BOARD HAVE BEEN FULFILLED; AND THEREFORE GRANTS THIS
CERTIFICATE OF QUALIFICATION IN FORENSIC TOXICOLOGY AS A

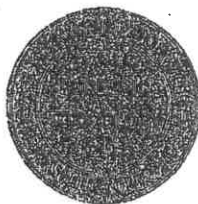
FORENSIC TOXICOLOGY SPECIALIST

GRANTED THIS FIRST DAY OF JANUARY 2012.

EXPIRES THIS THIRTY-FIRST DAY OF DECEMBER 2016.

RECOGNIZED BY

American Academy of Forensic Sciences
California Association of Toxicologists
Society of Forensic Toxicologists
Canadian Society of Forensic Science
Southwestern Association of Toxicologists



CERTIFICATE NO. [REDACTED]

Leolina Stojic
President
Anna A. ...
Vice President
David ...
Secretary
...
Treasurer

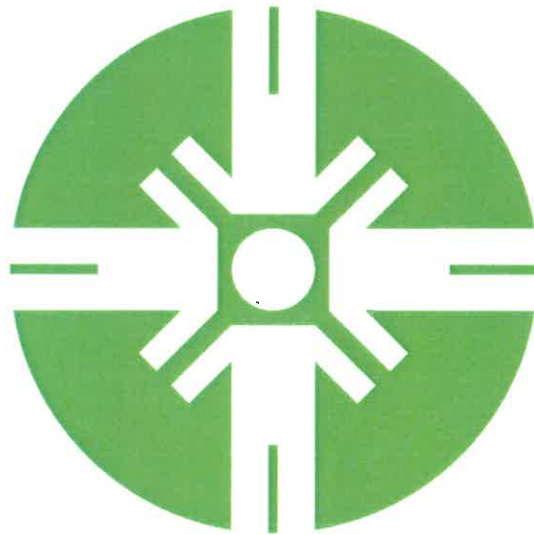
The American Board of Forensic Toxicology is accredited by the Forensic Specialties Accreditation Board

State of West Virginia

Drug and Alcohol Testing Services

Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #6



envivo
PEOPLE AT THE CENTER



PREMIN-S02

AROAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Meter Insurance Group Houchens Insurance Group 1240 Fairway Street Bowling Green, KY 42103	CONTACT NAME: Elizabeth Garrett, CPCU, AAI, MLIS, CRIS
	PHONE (A/C, No, Ext): (270) 467-1347 4292 FAX (A/C, No): (270) 467-1279 E-MAIL ADDRESS: egarrett@higusa.com
INSURED PremierTox 2.0, Inc., Envivo Health LLC PO Box 1240 Russell Springs, KY 42642	INSURER(S) AFFORDING COVERAGE
	INSURER A : Evanston Insurance Company NAIC # 35378
	INSURER B : Hartford Accident and Indemnity Company 22357
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		SM931224	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		33WEAA3142	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Med Prof Liab		SM931224	6/1/2019	6/1/2020	Limit: \$1M/ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insureds Physical Location: 2431 Lakeway Drive Suite 17A-1 Russell Springs KY 42642

2431 Lakeway Drive Suite 17A-1, Russell Springs, KY 42642
128 Daniel Drive, Danville, KY 40422
1814 Cumberland Avenue, Middlesboro, KY 40965

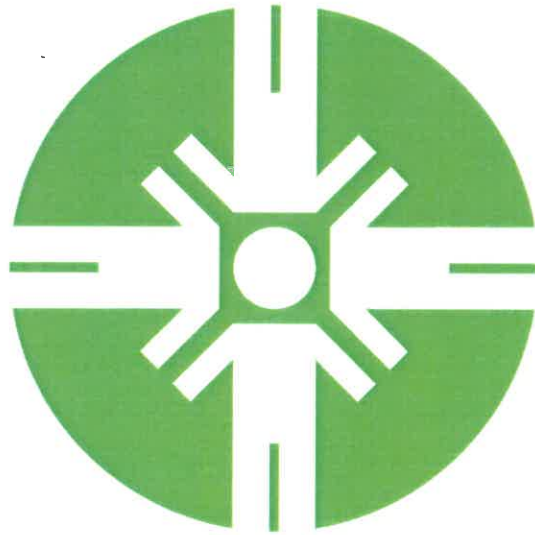
CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Hyle R. Fleener</i>

State of West Virginia

Drug and Alcohol Testing Services

Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #7



envivo
PEOPLE AT THE CENTER



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
12/12/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Van Meter Insurance Group Houchens Insurance Group 1240 Fairway Street Bowling Green, KY 42103		PHONE (A/C, No, Ext): (270) 781-2020	COMPANY Hartford Fire Insurance Company One Hartford Plaza Hartford, CT 06155-0001	
FAX (A/C, No): (270) 843-8808		E-MAIL ADDRESS: policy@higusa.com		
CODE: AGENCY CUSTOMER ID #: PREMIN-S02		SUB CODE:		
INSURED PremierTox 2.0, Inc. PO Box 1240 Russell Springs, KY 42642		LOAN NUMBER		POLICY NUMBER 33UUNKL3283
		EFFECTIVE DATE 1/7/2019	EXPIRATION DATE 1/7/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	SPECIAL			
Liability CSL - Each Accident					\$1,000,000	
Personal Injury Protection - Each Accident					\$10,000	
Uninsured Motorist CSL - Each Accident					\$1,000,000	
Underinsured Motorist CSL - Each Accident					\$1,000,000	
Comp/OTC						1,000
Collision						1,000

REMARKS (Including Special Conditions)

Special Conditions:
2010 Ford Transit Connect - VIN: NM0LS6AN7AT015774

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

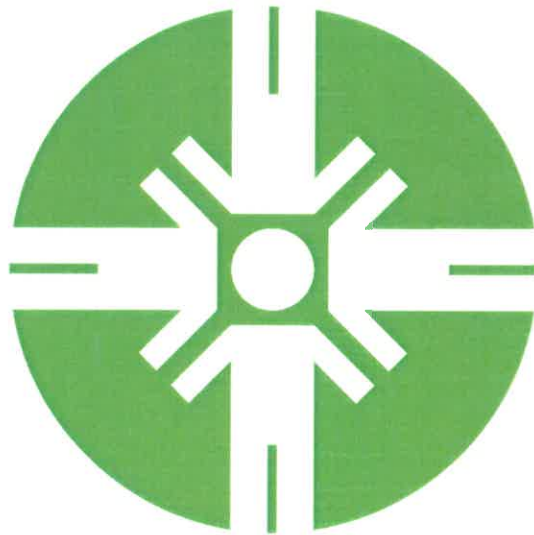
NAME AND ADDRESS <p style="text-align: center;">Evidence of Coverage</p>	<input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Hyle R. Fleener</i>	

State of West Virginia


Drug and Alcohol Testing Services

Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #8



envivo
PEOPLE AT THE CENTER

			
	Document Number: HR-401	Document Type: Privacy Practices/ HIPAA	Revision: 0912
	Modified on 6/9/17.		

1.0 NOTICE OF PRIVACY PRACTICES

This notice described how medical information about patient/donors may be used and disclosed. Please review it carefully. This notice described the privacy practices of Envivo Health and it applies to all departments and units of Envivo Health that provide clinical and/or laboratory services.

2.0 LEGAL RESPONSIBILITY

WE HAVE A LEGAL DUTY TO SAFEGUARD PROTECTED HEALTH INFORMATION (PHI) We are legally required to protect the privacy of patient/donor health information. We call this information “protected health information”, or “PHI” for short, and it includes information that can be used to identify a patient/donor that we have created or received about a patient/donor’s past, present, or future health or condition, the provision of health care to a donor, or the payment of this health care. We must provide appropriate information about our privacy practices that explains how, when and why we use and disclose PHI. With some exceptions, we may not use or disclose any more of PHI than is necessary to accomplish the purpose of the use or disclosure. We are legally required to follow the privacy practices that are described in this notice.

3.0 HOW WE MAY USE AND DISCLOSE PROTECTED HEALTH INFORMATION.

We use and disclose health information for many different reasons. Below, we describe the different categories of our uses and disclosures and give some examples of each category.

3.1 Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations.

We may use and disclose PHI for the following reasons:

3.1.1 Use for treatment.

We may disclose PHI to physicians, nurses, and other health care personnel who provide patient/donors with health care services or are involved in patient/donor care.

3.1.2 To obtain payment for treatment.

We may use and disclose PHI in order to bill and collect payment for the treatment and services provided. For example, we may provide portions of PHI to our billing department and patient/donor health plan to get paid for the health care services we provide. We may also disclose PHI to other health care providers or to a patient/donor health plan so they can arrange for payment relating to patient/donor care. We may also provide PHI to our business associates, such as billing companies, claims processing companies, and others that process our health care claims.

3.1.3 For Health care operations.

We may disclose PHI in order to operate our laboratory services. For example, we may use PHI in order to evaluate the quality of our testing. We may also provide PHI to our accountants, attorneys, consultants, and others in order to run our business and to make sure we are compliant with the laws that affect us.

3.2 Certain Uses and Disclosures Do Not Require Donor Consent.

We may use and disclose patient/donor PHI without consent or authorization for the following reasons:

3.2.1 When a disclosure is required by federal, state, or local law, judicial or administrative proceedings, or law enforcement.

For example, we make disclosures when a law requires that we report information to government agencies and law enforcement personnel about victims of abuse, neglect, or domestic violence when ordered in a judicial or administrative proceeding.

3.2.2 For public health activities.

For example, we report information about various diseases to government officials responsible for collecting that information and we may provide coroners, medical examiners and funeral directors necessary information relating to an individual's death.

3.2.3 For health oversight activities.

For example, we will provide information to assist the government when it conducts an investigation, audit, inspection, or licensure of a health care provider or organization.

3.2.4 For research purposes.

In certain circumstances, we may provide PHI in order to conduct medical research.

3.2.5 To avoid harm.

In order to avoid a serious threat to the health or safety of a person or the public, we may provide PHI to law enforcement personnel or persons able to prevent or lessen such harm.

3.2.6 For specific government functions.

We may disclose PHI of military personnel and veterans, in certain situations. And we may disclose PHI for national security purposes, such as protecting the president of the United States or conducting intelligence operations.

3.2.7 For workers' compensation purposes.

We may provide PHI in order to comply with workers' compensation laws.

3.3 One Use and Disclosure Requires the Patient/Donor to Have the Opportunity to Object: Disclosure to family, friends, or others.

We may provide donor PHI to a family member, friend, or other person that the donor indicates involved in the care or the payment for health care, unless the donor objects in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

3.4 All Other Uses and Disclosure Require Patient/Donor Written Authorization.

In any other situation not described in the above sections (3.0, 3.1, 3.2, 3.3), we will ask for patient/donor written authorization before using or disclosing any of the patient/donor PHI. If the patient/donor chooses to sign an authorization to disclose patient/donor PPHI, the patient/donor can later revoke that authorization, in writing, to stop any future uses and disclosures (to the extent that we have not taken any action relying on the authorization).

4.0 WHAT RIGHTS THE PATIENT/DONOR HAS REGARDING PATIENT/DONOR PHI

The patient/donor has the following rights with respect to PHI:

4.1 The Right to Request Limits on Uses and Disclosures of Patient/Donor PHI.

The patient/donor has the right to request a restriction or limitation on the health information we use or disclose about the patient/donor for treatment, payment or health care operations. We are not required to agree to the request for restriction if it is not feasible for us to comply or if we believe that it will negatively impact our ability to treat the patient/donor. To request a restriction, the patient/donor must make a request in writing to the Privacy Official identified on the last page of this notice. In the request, the patient/donor must tell us what information to limit and to whom the limits apply. If we accept this request, we will comply with the request, unless the information is needed to provide emergency treatment. The patient/donor may not limit the uses and disclosures that we are legally required or allowed to make.

4.2 The Rights to Choose How We Communicate With the Patient/Donor

The patient/donor has the right to ask that we communicate information to the patient/donor at an alternate location (for example, sending information to the patient/donor's work address rather than home address) or by alternate means (for example, email instead of regular mail). To request that we communicate with the patient/donor in a certain way, the patient/donor must make the request in writing to the Privacy Official identified on the last page of this notice. We must agree to the request as long as we can easily provide it in the format requested.

4.3 The Right to See and Get Copies of Patient/Donor PHI

In most cases, the patient/donor has the right to look at or get copies of the patient/donor PHI that we have but the patient/donor must make the request in writing. If we do not have

patient/donor PHI but we know who does, we will tell the patient/donor how to get it. In certain situations, we may deny the request. If we do, we will tell the patient/donor, in writing, our reasons for the denial and explain the patient/donor's right to have the denial reviewed. Note: Clinical Laboratory Improvement Amendments of 1988 (CLIA) regulations and state law will determine whether a lab can provide test results directly to a patient.

4.4 Understanding Charges

If the patient/donor requests copies of patient/donor PHI, we have the option to charge the patient/donor for each page and the cost of postage. Instead of providing the PHI requested, we may provide the patient/donor with a summary or explanation of the PHI, as long as the patient/donor agrees to that and to the potential cost in advance.

4.5 The Right to Receive an Accounting of the Disclosures We Have Made.

The patient/donor has the right to get a list of instances in which we have disclosed patient/donor PHI. The list will not include uses or disclosures made to carry out treatment, payment or health care operations, pursuant to patient/donor authorization, directly to the patient/donor, to the patient/donor's family, or in our facility directory. The list also will not include uses and disclosures made for national security purposes, to corrections or law enforcement personnel or before April 14, 2003.

4.6 The Right to Request a List of the Disclosures We Have Made

The donor must submit a written request to the Official identified on the last page of the notice. The request must state a time period which may not be more than six (6) years and may not include dates before April 14, 2003. We will respond within 60 days of receiving the request. The list will include the date of the disclosure, to whom PHI was disclosed (including their known address), a description of the information disclosed and the reason for the disclosure. We will provide the list to the patient/donor at no charge. If the patient/donor makes more than one request in the same year, we reserve the option to charge the patient/donor for each additional request.

4.7 The Right to Correct or Update Patient/Donor PHI

If a patient/donor believes that there is a mistake in patient/donor PHI or that a piece of important information is missing. The patient/donor has the right to request we correct the existing information or add the missing information. The patient/donor must provide the request and reason for the request in writing. We will respond within 60 days of receiving the request. We may deny the request in writing if the PHI is (i) correct and complete; (ii) not created by us; (iii) not allowed to be disclosed or (iv) not part of our records. Our written denial will state the reason for the denial and explain the patient/donor's right to request the request and our denial be attached to all future disclosures of PHI. If we approve the request, we will make the change to patient/donor PHI, tell the patient/donor we have done it, and tell others that need to know about the change to patient/donor PHI.

4.8 The Right to Get this Notice by E-Mail

The patient/donor has the right to request and receive a copy of this notice by e-mail. Even if the patient/donor has agreed to receive notice via e-mail, the patient/donor has the right to request a paper copy of this notice.

Any requests made pursuant to the right identified in this Section 4.0 must be made in writing to the Chief Privacy Officer listed in this Notice.

5.0 HOW TO COMPLAIN ABOUT OUR PRIVACY PRACTICES

If a patient/donor thinks we may have violated patient/donor privacy rights or the patient/donor disagrees with a decision we made about access to patient/donor PHI, the patient/donor may file a written complaint with Envivo Health, or may file a written complaint to the Secretary of the Department of Health and Human Services. We will take no retaliatory action against the patient/donor if the patient/donor files a complaint about our privacy practices.

If the patient/donor has any questions about this notice or any complaints about our privacy practices, please contact:

Compliance Officer
Envivo Health
P.O. Box 1240
Russell Springs, KY 42642

6.0 The HIPAA LAW WENT INTO EFFECT ON APRIL 14, 2003.

HIPAA COMPLIANCE

The nature of our work requires that we create records that include confidential test results, billing and health information for our patients. Such information is called Protected Health Information (PHI). Most, if not all, information you handle is considered PHI.

In accordance with the Privacy Regulations created under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the State and Federal Government require that we vigilantly protect PHI that we handle. Failure to adhere to HIPAA requirements can expose Envivo Health to civil and criminal penalties. Accordingly, failure to adhere to the HIPAA compliance requirements will result in disciplinary action, up to and including immediate termination.

Remember the following:

We cannot release patient information to anyone without written consent from the patient. This includes telephone calls from other physician offices, treatment centers, attorneys, and family members. Nor can we discuss patient treatment or status in the clinic with anyone, including other patients or anyone over the telephone.

The impression that clients have of Envivo Health is based in part on the way in which we care for their records. If we are careless with their files and records, clients may conclude that we have the same attitude toward our work. As professionals we must respect the confidence with which we are entrusted and ensure that client files are handled with care.

Please refer to the Confidentiality Agreement that includes HIPAA confidentiality requirements.

Failure to comply with HIPAA confidentiality requirements is grounds for immediate termination.

HR 10.9


_____ I have read and agreed with the Envivo Health HIPAA policy as it applies to my own health or medical records as held by the company and hereby give Envivo Health consent to release my health records to a health insurer, health care provider in hard copy or electronic format to further any necessary treatment or payment for treatment to me.

_____ I acknowledge that I have received a copy of the (Company) HIPAA policy.

I hereby certify that I have received, read, and understand Envivo Health policy on HIPAA and have read the Notice of Privacy Practices and I agree to comply with this policy. I understand that non-compliance will lead to discipline, up to and including termination of employment and possible legal action.

Employee Signature/Date

Employee Printed Name

			
	Document Number: CCP-401	Document Type: HIPAA Compliance	Revision: 0912

I. PURPOSE:

1. The nature of our work requires that we create records that include confidential test results, billing and health information for our patients. Such information is called Protected Health Information (PHI). Most, if not all, information you handle is considered PHI.
2. In accordance with the Privacy Regulations created under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the State and Federal Government require that we vigilantly protect PHI that we handle.

II. SCOPE:

1. This document applies to all Envivo Health employees.

III. POLICY:

1. In order to conduct its business, Envivo Health must handle Protected Health Information. This includes the identity of our client's patients, their social security numbers, and other private information. Envivo Health and its employees are obligated, both legally and ethically, to protect this information. All employees should be aware of, and comply with the provisions of HIPAA.
2. All employees should be aware of the effects of HIPAA on his/her job responsibilities. Any questions an employee may have should be directed to his/her supervisor.
3. Employees should not take any photographs, nor other recordings, in the workplace where HIPAA protected information might be present. No reference to any patient information should be made on social media websites. No unauthorized copies of any Envivo Health files should be made for any reason including electronic copies for backup.
4. All employees should immediately report any suspected violations of HIPAA to his/her supervisor in writing (email is acceptable).

5. At the time of hire, all employees must read and sign the following:

1.0 Notice of Privacy Practices

This notice described how medical information about patient/donors may be used and disclosed. Please review it carefully.

This notice described the privacy practices of Envivo Health and it applies to all departments and units of Envivo Health that provide clinical and/or laboratory services.

2.0 Legal Responsibility

WE HAVE A LEGAL DUTY TO SAFEGUARD PROTECTED HEALTH INFORMATION (PHI)

We are legally required to protect the privacy of patient/donor health information. We call this information “protected health information”, or “PHI” for short, and it includes information that can be used to identify a patient/donor that we have created or received about a patient/donor’s past, present, or future health or condition, the provision of health care to a donor, or the payment of this health care. We must provide appropriate information about our privacy practices that explains how, when and why we use and disclose PHI. With some exceptions, we may not use or disclose any more of PHI than is necessary to accomplish the purpose of the use or disclosure. We are legally required to follow the privacy practices that are described in this notice.

3.0 How We May Use And Disclose Protected Health Information.

We use and disclose health information for many different reasons. Below, we describe the different categories of our uses and disclosures and give some examples of each category.

3.1 Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations. We may use and disclose PHI for the following reasons:

3.1.1 For treatment. We may disclose PHI to physicians, nurses, and other health care personnel who provide patient/donors with health care services or are involved in patient/donor care.

3.1.2 To obtain payment for treatment. We may use and disclose PHI in order to bill and collect payment for the treatment and services provided. For example, we may provide portions of PHI to our billing department and patient/donor health plan to get paid for the health care services we provide. We may also disclose PHI to other health care providers or to a patient/donor health plan so they can arrange for payment relating to patient/donor care. We may also provide PHI to our business associates, such as billing companies, claims processing companies, and others that process our health care claims.

3.1.3 For Health care operations. We may disclose PHI in order to operate our laboratory. For example, we may use PHI in order to evaluate the quality of our testing. We may also provide

PHI to our accountants, attorneys, consultants, and others in order to run our business and to make sure we are compliant with the laws that affect us.

3.2 Certain Uses and Disclosures Do Not Require Donor Consent. We may use and disclose patient/donor PHI without consent or authorization for the following reasons:

3.2.1 When a disclosure is required by federal, state, or local law, judicial or administrative proceedings, or law enforcement. For example, we make disclosures when a law requires that we report information to government agencies and law enforcement personnel about victims of abuse, neglect, or domestic violence when ordered in a judicial or administrative proceeding.

3.2.2 For public health activities. For example, we report information about various diseases to government officials responsible for collecting that information and we may provide coroners, medical examiners and funeral directors necessary information relating to an individual's death.

3.2.3 For health oversight activities. For example, we will provide information to assist the government when it conducts an investigation, audit, inspection, or licensure of a health care provider or organization.

3.2.4 For research purposes. In certain circumstances, we may provide PHI in order to conduct medical research.

3.2.5 To avoid harm. In order to avoid a serious threat to the health or safety of a person or the public, we may provide PHI to law enforcement personnel or persons able to prevent or lessen such harm.

3.2.6 For specific government functions. We may disclose PHI of military personnel and veterans, in certain situations. And we may disclose PHI for national security purposes, such as protecting the president of the United States or conducting intelligence operations.

3.2.7 For workers' compensation purposes. We may provide PHI in order to comply with workers' compensation laws.

3.3 One Use and Disclosure Requires the Patient/Donor to Have the Opportunity to Object: Disclosure to family, friends, or others. We may provide donor PHI to a family member, friend, or other person that the donor indicates involved in the care or the payment for health care, unless the donor objects in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

3.4 All Other Uses and Disclosure Require Patient/Donor Written Authorization. In any other situation not described in the above sections (3.0, 3.1, 3.2, 3.3), we will ask for patient/donor written authorization before using or disclosing any of the patient/donor PHI. If the patient/donor chooses to sign an authorization to disclose patient/donor PPHI, the patient/donor can later revoke that authorization, in writing, to stop any future uses and disclosures (to the extent that we have not taken any action relying on the authorization).

4.0 What Rights The Patient/Donor Has Regarding Patient/Donor Phi

The patient/donor has the following rights with respect to PHI:

4.1 The Right to Request Limits on Uses and Disclosures of Patient/Donor PHI.

The patient/donor has the right to request a restriction or limitation on the health information we use or disclose about the patient/donor for treatment, payment or health care operations. We are not required to agree to the request for restriction if it is not feasible for us to comply or if we believe that it will negatively impact our ability to treat the patient/donor. To request a restriction, the patient/donor must make a request in writing to the Privacy Official identified on the last page of this notice. In the request, the patient/donor must tell us what information to limit and to whom the limits apply. If we accept this request, we will comply with the request, unless the information is needed to provide emergency treatment. The patient/donor may not limit the uses and disclosures that we are legally required or allowed to make.

4.2 The Rights to Choose How We Communicate With the Patient/Donor

The patient/donor has the right to ask that we communicate information to the patient/donor at an alternate location (for example, sending information to the patient/donor's work address rather than home address) or by alternate means (for example, email instead of regular mail). To request that we communicate with the patient/donor in a certain way, the patient/donor must make the request in writing to the Privacy Official identified on the last page of this notice. We must agree to the request as long as we can easily provide it in the format requested.

4.3 The Right to See and Get Copies of Patient/Donor PHI

In most cases, the patient/donor has the right to look at or get copies of the patient/donor PHI that we have but the patient/donor must make the request in writing. If we do not have patient/donor PHI but we know who does, we will tell the patient/donor how to get it. In certain situations, we may deny the request. If we do, we will tell the patient/donor, in writing, our reasons for the denial and explain the patient/donor's right to have the denial reviewed. Note: Clinical Laboratory Improvement Amendments of 1988 (CLIA) regulations and state law will determine whether a lab can provide test results directly to a patient.

4.4 Understanding Charges

If the patient/donor requests copies of patient/donor PHI, we have the option to charge the patient/donor for each page and the cost of postage. Instead of providing the PHI requested, we may provide the patient/donor with a summary or explanation of the PHI, as long as the patient/donor agrees to that and to the potential cost in advance.

4.5 The Right to Receive an Accounting of the Disclosures We Have Made.

The patient/donor has the right to get a list of instances in which we have disclosed patient/donor PHI. The list will not include uses or disclosures made to carry out treatment, payment or health care operations, pursuant to patient/donor authorization, directly to the patient/donor, to the patient/donor's family, or in our facility directory. The list also will not include uses and disclosures made for national security purposes, to corrections or law enforcement personnel or before April 14, 2003.

4.6 The Right to Request a List of the Disclosures We Have Made

The donor must submit a written request to the Official identified on the last page of the notice. The request must state a time period which may not be more than six (6) years and may not include dates before April 14, 2003. We will respond within 60 days of receiving the request. The list will include the date of the disclosure, to whom PHI was disclosed (including their known address), a description of the information disclosed and the reason for the disclosure.

We will provide the list to the patient/donor at no charge. If the patient/donor makes more than one request in the same year, we reserve the option to charge the patient/donor for each additional request.

4.7 The Right to Correct or Update Patient/Donor PHI

If a patient/donor believes that there is a mistake in patient/donor PHI or that a piece of important information is missing. The patient/donor has the right to request we correct the existing information or add the missing information. The patient/donor must provide the request and reason for the request in writing. We will respond within 60 days of receiving the request. We may deny the request in writing if the PHI is (i) correct and complete; (ii) not created by us; (iii) not allowed to be disclosed or (iv) not part of our records. Our written denial will state the reason for the denial and explain the patient/donor's right to request the request and our denial be attached to all future disclosures of PHI. If we approve the request, we will make the change to patient/donor PHI, tell the patient/donor we have done it, and tell others that need to know about the change to patient/donor PHI.

4.8 The Right to Get this Notice by E-Mail

The patient/donor has the right to request and receive a copy of this notice by e-mail. Even if the patient/donor has agreed to receive notice via e-mail, the patient/donor has the right to request a paper copy of this notice.

Any requests made pursuant to the right identified in this Section 4.0 must be made in writing to the Chief Privacy Officer listed in this Notice.

5.0 How To Complain About Our Privacy Practices

If a patient/donor thinks we may have violated patient/donor privacy rights or the patient/donor disagrees with a decision we made about access to patient/donor PHI, the patient/donor may file a written complaint with Envivo Health, or may file a written complaint to the Secretary of the Department of Health and Human Services. We will take no retaliatory action against the patient/donor if the patient/donor files a complaint about our privacy practices.

If the patient/donor has any questions about this notice or any complaints about our privacy practices, please contact:

Compliance Officer
Envivo Health
P.O. Box 1376
Russell Springs, KY 42642

6.0 The HIPAA Law Went Into Effect On April 14, 2003.

HIPAA COMPLIANCE

The nature of our work requires that we create records that include confidential test results, billing and health information for our patients. Such information is called Protected Health Information (PHI). Most, if not all, information you handle is considered PHI. In accordance with the Privacy Regulations created under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the State and Federal Government require that we vigilantly protect PHI that we handle.

Failure to adhere to HIPAA requirements can expose Envivo Health to civil and criminal penalties. Accordingly, failure to adhere to the HIPAA compliance requirements will result in disciplinary action, up to and including immediate termination.

Remember the following:

We cannot release patient information to anyone without written consent from the patient. This includes telephone calls from other physician offices, treatment centers, attorneys, and family members. Nor can we discuss patient treatment or status in the clinic with anyone, including other patients or anyone over the telephone.

The impression that clients have of Envivo Health is based in part on the way in which we care for their records. If we are careless with their files and records, clients may conclude that we have the same attitude toward our work. As professionals we must respect the confidence with which we are entrusted and ensure that client files are handled with care.

Please refer to the Confidentiality Agreement that includes HIPAA confidentiality requirements. Failure to comply with HIPAA confidentiality requirements is grounds for immediate termination.

I have read and agreed with the Envivo Health HIPAA policy as it applies to my own health or medical records as held by the company and hereby give Envivo Health consent to release my health records to a health insurer, health care provider in hard copy or electronic format to further any necessary treatment or payment for treatment to me.

I acknowledge that I have received a copy of the (Company) HIPAA policy.
I agree to read it thoroughly and if there is any policy or provision in the policy that I do not understand I will seek clarification from my supervisor, manager, or the Human Resources Department.

EMPLOYEE SIGNATURE

Signature: _____

Date: _____

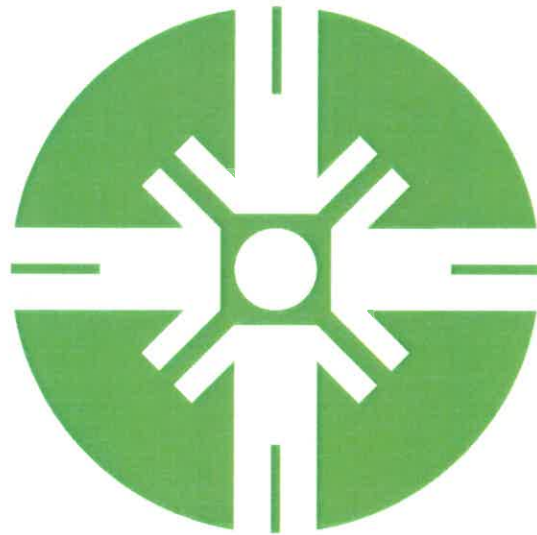
Printed Name: _____

State of West Virginia


Drug and Alcohol Testing Services

Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #9



envivo
PEOPLE AT THE CENTER

			
	HR104	Document Type: Drug/Alcohol Free Workplace & Background Screening Policy	1.0
	02/27/2018		

This document applies to all Envivo Health employees.

Purpose:

The Company has an obligation to employees to reasonably ensure safety in the workplace. Therefore, the Drug/Alcohol Free Workplace and Background Screening Policy has been put into place to ensure an environment free of the use, abuse, and effects of drugs and alcohol. The Company shall conduct pre-employment, reasonable suspicion, random and post-accident/incident drug and alcohol testing where impairment is identified. The Company is committed to providing the highest level of quality service to our clients. Therefore, the Company shall conduct background screenings on all prospective employees with conditional offer of employment/ prior to the said employee beginning work and periodically for existing employees at company discretion.

Policy:

A. Drug/Alcohol Testing

1. Use of Alcohol is strictly forbidden on Company Property, or while ON DUTY for this Company, and/or while operating any machinery, equipment or vehicles related to this Company. Any violation of this Policy may result in disciplinary action up to and including a result of IMMEDIATE DISCHARGE.
2. Any D.U.I. /D.W.I. convictions while ON DUTY for this Company may result in disciplinary action up to and including a result of IMMEDIATE DISCHARGE.
3. No employee shall consume any alcoholic beverage six (6) hours prior to going ON DUTY with this Company. Violations of this Policy may result in disciplinary action up to and including a result of IMMEDIATE DISCHARGE.
4. Any illegal use of prescription medication or illegal substances may result in disciplinary action up to and including a result of IMMEDIATE DISCHARGE.

5. The above notwithstanding, Envivo Health will attempt to provide any needed aid to an employee who is seeking help for a substance abuse problem. Therefore, at its discretion, if an employee has a positive drug screen, Envivo Health may adhere to the following:
 - (i) For a first offense, the employee may be referred to counseling if deemed necessary by his/her supervisor, or the appropriate Envivo Health officer.
 - (ii) For a second offense, the employee must seek counseling with a substance abuse professional approved by Envivo Health.
 - (iii) A third offense will result in termination of employment.Continued employment with Envivo Health after a positive screen is conditioned upon agreeing to drug screens upon the request of the employee's supervisor.
6. Prescription drugs must not have a debilitating effect on the employee. Prescription drugs cannot hinder the employee's alertness, reflex action or awareness. It is the employee's responsibility to question the doctor on what effect, if any, the prescription drug will have on her/him.

B. Background Screening

1. The Company is committed to providing the highest level of quality service to our clients. Therefore, the Company shall conduct background screenings on all prospective employees with conditional offer of employment/ prior to the said employee beginning work and periodically for existing employees at company discretion. Rehires and transfer shall be treated as any other new applicant and a new criminal background check will be completed prior to employment or transfer.
2. To the extent required by the Fair Credit Reporting Act (FCRA), applicants will be informed, in writing, notice of adverse information discovered in the Background Check and given an opportunity to respond. This will be called the pre-adverse action letter. Upon conclusion of the review, written notice will be sent to the candidate regarding the employer's decision of eligibility for the position. This will be called the Adverse Action letter.

All results of the Background Check will remain confidential, will be maintained by Human Resources or Authorized Initiators, and will be disclosed only to authorize employees who have a need to know in the performance of their job assignments.

Failure to disclose criminal convictions requested during the application process may result in disqualification for employment or termination of employment.

Disqualification of a candidate based on information discovered in the Background Check is not subject to grievance or appeal by the candidate.

Procedure:

All employees will be given a drug test at the time of their hire. Further, all employees will be subject to random drug testing, as well as testing upon reasonable suspicion and at post-accident/incident where impairment is identified.

At hiring, all employees will be notified of the Policy on drugs and alcohol. The guidelines in that document will be followed by all employees in all cases.

Each candidate or employee selected for drug or alcohol testing will be given instructions in regards to testing procedure, location, etc.

Any candidate or employee selected for background screening will be required to fill out the designated authorization and disclosure forms prior to initiating the said background screening process.

Please initial the following:

_____ I authorize that the Company and its agents may, at any time and without advance notification, conduct searches and inspections of employees and their work stations, lunch boxes, personal effects, clothing, work area, and vehicles for the purpose of determining if such employees are in the possession, use, transporting or concealment of any prohibited items or substances. Such searches and inspection may be conducted by Managers or other agents. Trained dogs may be used for such searches.

_____ In conjunction with my receiving a copy of this Policy I further acknowledge the following. I have read and fully understand the terms contained herein and the consequences for violating any term of this Policy on Prohibited Items and Substances. I understand that my compliance with the terms contained herein is a condition of my employment with this Company.

_____ I understand that according to the Company's Policy, I am required to submit to a controlled substance and/or alcohol test for controlled substance chemical analysis for the following substances: All controlled substances and alcohol. The purpose of this analysis is to determine, or rule out, the presence of non-prescription or prohibited controlled substances.

_____ I authorize the collection site, laboratory, Company officers and agents retained by the Company to perform any and all functions which those entities and/or individuals may be required to perform pursuant to the Law. Such authorization shall include, but is not limited to, the release of test result information to the Company, verification of the prescribed medications, obtaining information from the employee's physician, hospital, dentist or pharmacist and the reporting of negative test results with a qualifying statement in cases wherein an employee may be taking a legally-prescribed Schedule II drug. The results of the urine drug test will be maintained by the

HR104

relevant officer for the Company who will report whether the test results were negative or positive, and if positive, the identity of the controlled substance for which the test was positive.

_____ I understand that an employee who test positive for the use of a controlled substance, or has a breath alcohol concentration of 0.02 percent or greater, shall be subject to disciplinary action, up to and including termination of employment. An employee who refuses to be tested under any of the provisions of this Drug/Alcohol Testing Program, such refusal shall be treated as a positive test and shall result in immediate discharge of the employee. Each individual's record of testing and results under this policy will be maintained private and confidential. I understand as a condition of my employment with this company, that the above-identified test is required.

_____ I understand a documented chain of custody exists to ensure the identity, and integrity, of my sample throughout the collection and testing process. I specifically authorize the Company's Program Administrator and their designated representatives to receive the test results of this test for release to an authorized representative of the Company. The results will not be released to any additional parties without my written authorization.

_____ I hereby consent to be tested for alcohol and/or drug use pre-employment, randomly, after an accident where impairment is identified, as well as on request of my supervisor, and understand that I could be subjected to up to 31 tests per month.

_____ I hereby and consent that my refusal to submit to a request of drug and/or alcohol testing may result in my immediate termination.

_____ I hereby understand that I will be required to submit to a requested drug and/or alcohol test with sixty minutes of when the request was received in cases of random, reasonable suspicion and/or post-accident.

_____ I hereby understand and give consent that I will be required to submit to a background screening with conditional offer of employment/ prior to the said employee beginning work and periodically for existing employees at company discretion.

I hereby certify that I have received, read, and understand Envivo Health Drug/Alcohol Free Workplace and Background Screening Policy and I agree to comply with this policy. I understand that non-compliance will lead to discipline, up to and including termination of employment and possible legal action.

Employee Signature/Date

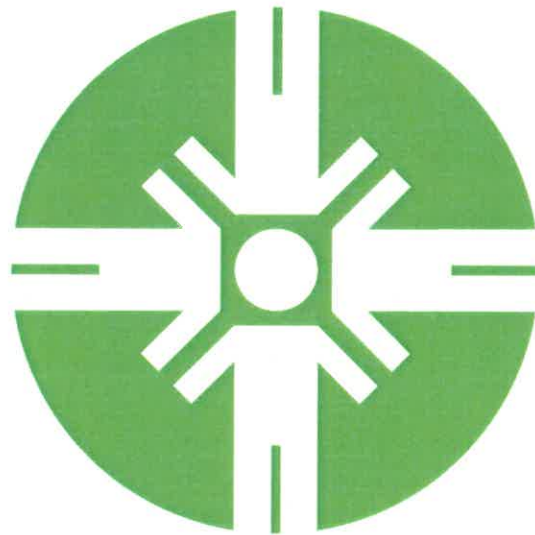
Employee Printed Name

State of West Virginia

Drug and Alcohol Testing Services


Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #10



envivo

PEOPLE AT THE CENTER

			
	Document Number: CCP-100	Document Type: Corporate Compliance Program	Revision: 0912

I. PURPOSE. This compliance program is intended to guide the Board of Directors, CEO, Director, managers, technical staff, billing personnel, and other employees in the efficient management and operation of Envivo Health. In addition to fulfilling our legal duty to ensure that no false or incorrect claims are submitted to payors, this program will:

- Demonstrate to our employees and the community our strong commitment to honest and responsible corporate conduct;
- Provide a more accurate view of employee behavior relating to fraud and abuse;
- Identify and prevent criminal and unethical conduct;
- Improve the quality, efficiency and consistency of services;
- Create a centralized source for distributing information on health care statutes, regulations and other program directives related to fraud and abuse and related issues;
- Develop a methodology that encourages employees to report potential problems;
- Develop procedures that allow the prompt, thorough investigation of alleged misconduct by corporate officers, managers and other employees;
- Initiate immediate, appropriate, and decisive corrective action; and
- Through early detection and reporting, minimize the loss to any payor from false claims, and thereby reduce Envivo Health’s exposure to civil damages and penalties, criminal sanctions, and administrative remedies, such as program exclusion.

II. POLICY AND PROCEDURES

Written policies and procedures are developed under the supervision and direction of the compliance officer and legal counsel. Policy topics include but are not limited to:

- Standards of Conduct
- Medical Necessity
- Billing
- Compliance with HHS Fraud Alerts
- Marketing
- Prices
- Retention of Records

All policies are distributed to all individuals who are affected by the specific policy at issue. In order to ensure every Envivo Health employee is notified of the Compliance Program, a binder containing a written copy will be given to each new hire. The prospective employee will then be asked to sign a document stating that he/she has read and understood the program. A copy of that document will be placed in the employee’s HR file. In addition, all policies are stored electronically on the “P” drive to which all employees have access.

III. COMPLIANCE OFFICER

In accordance with the recommendations of the Office of Inspector General, Envivo Health has designated Corporate Compliance Officer. This individual reports directly to the President,. The Corporate Compliance Officer is responsible for operating and monitoring Envivo Health's Compliance Program. The compliance officer has the authority to review all documents and other information that are relevant to compliance activities, including, but not limited to, requisition forms, billing information, claim information, and records concerning the marketing efforts of Envivo Health and its arrangements with its clients. This policy enables the compliance officer to review contracts and obligations (seeking the advice of legal counsel, where appropriate) that may contain referral and payment issues that could violate the anti-kickback statute, as well as the physician self-referral prohibition and other legal or regulatory requirements.

The primary responsibilities of the Compliance Officer include:

- Overseeing and monitoring the implementation of the compliance program.
- Reporting on a regular basis to the clinical laboratory's governing body, President and compliance committee on the progress of implementation, and assisting these components in establishing methods to improve the clinical laboratory's efficiency and quality of services, and to reduce the clinical laboratory's vulnerability to fraud, abuse and waste.
- Developing and distributing to all affected employees all written compliance policies and procedures, which shall be readily understandable by all employees
- Periodically revising the program in light of changes in the needs of the organization, and in the law, policies and procedures of Government and private payor health plans.
- Developing, coordinating and participating in a multifaceted educational and training program that focuses on the elements of the compliance program, and seeks to ensure that all appropriate employees and management are knowledgeable of, and comply with, pertinent Federal, State and private payor standards.
- Ensuring that Physicians who order services from the clinical laboratory are informed of the clinical laboratories compliance program standards with respect to coding, billing, and marketing, among other things.
- Assisting the clinical laboratory's financial management in coordinating internal compliance review and monitoring activities, including annual or periodic reviews of policies
- Independently investigating and acting on matters related to compliance, including the flexibility to design and coordinate internal investigations, and
- Developing policies and programs that encourage managers and employees to report suspected fraud and other improprieties without fear of retaliation.

IV. COMPLIANCE COMMITTEE

The function of the Compliance Committee is to advise the compliance officer and assist in the implementation of the compliance program.

The primary functions of the Compliance Committee include:

- Analyzing the organization's regulatory environment, the legal requirements with which it must comply, and specific risk areas.
- Assessing existing policies and procedures that address these areas for possible incorporation into the compliance program
- Working within the clinical laboratory to develop standards of conduct and policies and procedures to promote compliance
- Recommending and monitoring the development of internal systems and controls to implement the clinical laboratory's standards, policies and procedures as part of its daily operations
- Determining the appropriate strategy/approach to promote compliance with the program and detection of any potential violations, such as through hotlines and other fraud reporting mechanisms, and
- Developing a system to solicit, evaluate and respond to complaints and problems.

Together, the Compliance Committee and Compliance Officer will promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

V. TRAINING AND EDUCATION

As part of its compliance program, Envivo Health is committed to giving each employee proper education and training to help them successfully fulfill their job requirements in an honest, ethical and legal manner.

Computer-based training along with qualified trainers is utilized to give each employee the needed training. Envivo Health requires all affected employees to attend specific training when they are first hired and on an annual basis thereafter, including appropriate training in Federal and State statutes, regulation, program requirements, the policies of private payors, and corporate ethics. Updates may be given in addition to the annual training if deemed appropriate by the compliance committee or compliance officer.

1. **General Training:** Within 30 days of employment, new employees will attend at least 2 hours of General training that explains our Compliance Program, including the Code of Conduct and the policies and procedures as they pertain to general compliance issues.
2. **Specific Training:** Within 30 days of employment, new employees will attend at least 2 hours of specific training in addition to the general training as appropriate for their job function. Specific training may include:
 - Federal health care program requirements regarding the accurate coding and submission of claims;
 - The applicable Federal health care program requirements regarding laboratory services;
 - Policies, procedures, and other requirements applicable to the documentation of medical records;
 - The personal obligation of each individual involved in the claims submission process to ensure that such claims are accurate;
 - Applicable reimbursement statutes, regulation, and program requirements and directives;
 - The legal sanctions for violations of the Federal health care program requirements; and
 - Examples of proper and improper claims submission practices.
3. **Arrangements Training:** Within 30 days of employment, new employees will attend at least 2 hours of specific arrangements training in addition to the general training as appropriate for their job function. The training will include:
 - Arrangements that potentially implicate the Anti-Kickback Statute or the Stark law, as well as the regulations and other guidance documents related to these statutes;
 - Envivo Health's policies, procedures and other requirements relating to Arrangements and Focus Arrangements.
 - The personal obligation of each individual involved in the development, approval, management, or review of Envivo Health's Arrangements to know the applicable legal requirements and the Envivo Health's policies and procedures;
 - The legal sanctions under the Anti-Kickback Statute and the Stark Law.
 - Examples of violations of the Anti-Kickback Statute and the Stark Law.
4. **Board Member Training:** Within 30 days of becoming a member of the Board of Directors, new members will receive at least 2 hours of training in addition to the General training which will address the responsibilities of board members and corporate governance.
5. **Owner Training:** Within 30 days of becoming an owner, new owners will receive at least 2 hours of training in addition to the General training which will include:
 - Envivo Health's policies, procedures, and other requirements relating to the Anti-Kickback Statute and the Stark Law, and the regulations and other guidance documents related to these statutes, and business or financial arrangements or contracts that generate unlawful Federal health care program business in violation of the anti-Kickback Statute or the Stark law;
 - The legal sanctions under the Anti-Kickback Statute and the Stark Law.
 - Examples of violations of the Anti-Kickback Statute and the Stark Law.

VI. COMMUNICATION

Envivo Health is committed to the highest possible standards of ethical, moral and legal business conduct. In line with this commitment and Envivo Health's commitment to open communication, this program aims to provide an avenue for associates to raise concerns and reassurance that they will be protected from reprisals or victimization for reporting in good faith.

1. **Reporting:** Anyone with Compliance related complaints, suggestions, or general comments is encouraged to contact a member of the Envivo Health Compliance Committee. See attached Corporate Compliance Contact Posting, CCP-100-F1 for a listing of committee members and contact information.

2. **Anonymous Reporting**

This procedure is intended to be used for serious and sensitive issues.

Serious concerns relating to financial reporting, unethical or illegal conduct, should be reported in either of the following ways:

- Through the Toll Free Hotline: 800-401-8004
- International calls: 800-216-1288 (see dialing instructions)
- E-mail: reports@lighthouse-services.com (must include company name with report)
- Fax alternative for written documents: 215-689-3885 (must include company name with report)
- Website: lighthouse-services.com/Envivo Health

SAFEGUARDS:

Harassment or Victimization

Harassment or victimization of the complainant will not be tolerated.

Confidentiality

Every effort will be made to protect the complainant's identity. Please note that the information provided by you may be the basis of an internal and/or external investigation into the issue you are reporting and your anonymity will be protected to the extent possible. However, your identity may become known during the course of the investigation.

Anonymous Allegations

The policy allows employees to remain anonymous at their option. Concerns expressed anonymously will be investigated, but consideration will be given to:

- The seriousness of the issue raised;
- The credibility of the concern; and
- The likelihood of confirming the allegation from attributable sources.

Malicious Allegations

Malicious allegations may result in disciplinary action.

HOW THE COMPLAINT WILL BE HANDLED:

The action taken will depend on the nature of the concern. The Compliance Committee of the Envivo Health Board of Directors receives a report on each complaint and a follow-up report on actions taken.

Initial Inquiries

Initial inquiries will be made to determine whether an investigation is appropriate, and the form that it should take. Some concerns may be resolved by agreed action without the need for investigation.

Report to Complainant

Whether reported to Envivo Health personnel or through the hotline, the complainant will be given the opportunity to receive follow-up on their concern:

- * Acknowledging that the concern was received;
- * Indicating how the matter will be dealt with;
- * Giving an estimate of the time that it will take for a final response;
- * Telling them whether initial inquiries have been made;
- * Telling them whether further investigations will follow, and if not, why not.

Further Information

The amount of contact between the complainant and the body investigating the concern will depend on the nature of the issue, the clarity of information provided, and whether the complainant remains accessible for follow-up. Further information may be sought from the complainant.

Information

Subject to legal constraints the complainant will receive information about the outcome of any investigations. *Envivo Health reserves the right to modify or amend this or any other policy at any time as it may deem necessary.*

VII. ENFORCING STANDARDS

Failure to comply with Envivo Health's standards of conduct, policies and procedures, or Federal and State laws, or those who have otherwise engaged in wrongdoing, which have the potential to impair the Laboratory's status as a reliable, honest and trustworthy health care provider will be subject to disciplinary action. The consequences of noncompliance will be consistently applied and enforced for all levels of employees. Disciplinary action will follow the guidelines set forth in HR policy HR-110.

VIII. AUDITING AND MONITORING

An ongoing evaluation process involving thorough monitoring and regular reporting to the Compliance Committee and Board of Directors is critical to a successful compliance program. Compliance reports created by this ongoing monitoring, including reports of suspected noncompliance, will be maintained by the compliance officer and shared with the Compliance Committee.

As part of our review process, an Independent Review Organization (IRO) will be engaged to conduct the following reviews:

- Focus Arrangements Review
- Claims Review
- Unallowable Cost Review

All reports made to the Compliance Committee should be maintained, reviewed and shared by the Committee. The Committee should use these reports to look for areas that need improvement in legal and ethical compliance. Once it is determined that a problem is reoccurring, whether in a specific department, or with regard to a specific function, the Committee will determine how best to address the issue. This could include additional training, a change in Policies and Procedures, or any other action deemed appropriate by the Committee.

At least annually, the Committee should conduct an audit of the Compliance Plan. This audit should assess:

- Whether the Plan is still current with all applicable laws and regulations.
- Whether there have been any changes in the operations in the company that need to be addressed.
- Whether the company has undertaken new business that will require monitoring.
- The risk that illegal or unethical behavior will occur and the nature of such conduct.
- The likelihood that certain inappropriate conduct may occur because of the nature of Envivo Health's business. If so, the Committee should determine what steps should be taken to prevent and detect that type of conduct.
- The prior history of the organization, with regard to what type of inappropriate conduct has occurred in the past, what steps were effective in preventing that conduct, and what steps are effective in detecting such conduct.
- What changes to the Plan should be made in order to make it more effective in detecting and preventing illegal or unethical behavior.

After the audit, the Committee will discuss what actions must be undertaken to ensure future compliance and create an action plan. The steps taken in the action plan should be discussed at each monthly meeting until all recommendations have been implemented.

IX. RESPONDING TO DETECTED OFFENSES

Upon a report or reasonable indication of suspected noncompliance, the Compliance Officer will conduct an investigation to determine whether a material violation of applicable law or the requirements of the Compliance Plan has occurred, and if so, take steps to correct the problem. These steps may include an immediate referral to criminal and/or civil law enforcement authorities, a corrective action plan, a report to the Government, and the submission of overpayments, if applicable.

The internal investigation may include interviews and a review of relevant documents. Outside counsel, auditors or other experts may be called upon if required. Records regarding the investigation should be maintained and should include documentation of the alleged violation, a description of the investigative process, copies of interview notes and key documents, a log of the witnesses interviewed and the documents reviewed, the results of the investigation, including any

disciplinary action taken, and the corrective action implemented. After a reasonable period, the Compliance Committee should review the incident to determine if the corrective steps taken were effective, and whether similar problems have since been uncovered.

When conducting an investigation, the Compliance Officer will have the authority to temporarily remove an employee from his/her work duties to prevent any future offenses.

If the Compliance Officer or Compliance Committee discovers credible evidence of misconduct from any source and, after a reasonable inquiry, has reason to believe that the misconduct may violate criminal, civil or administrative law, then the clinical laboratory promptly should report the matter to the appropriate governmental authority within a reasonable period, not to exceed 60 days after determining that there is credible evidence of a violation.

If reporting a violation becomes necessary, the Compliance Officer will be charged with doing so in accordance with the standards of the OIG.

Following any detected offense, the Compliance Committee should determine what actions are necessary to remedy the harm resulting from the offense. This may include reimbursement of any inappropriate payments, self-reporting, cooperation with an outside investigation, or any other action deemed appropriate.

The Compliance Committee should then act to prevent further similar conduct. This will include assessing the Compliance Program and making modifications necessary to ensure the program is effective. Additional training and education should always be considered following any detected violations.

X. REFERENCES.

1. Federal Register/ Vol. 63, No. 163/ Monday, August 24, 1998/ Notices. Department of Health and Human Services. Office of Inspector General. Publication of OIG Compliance Program Guidance for Clinical Laboratories.

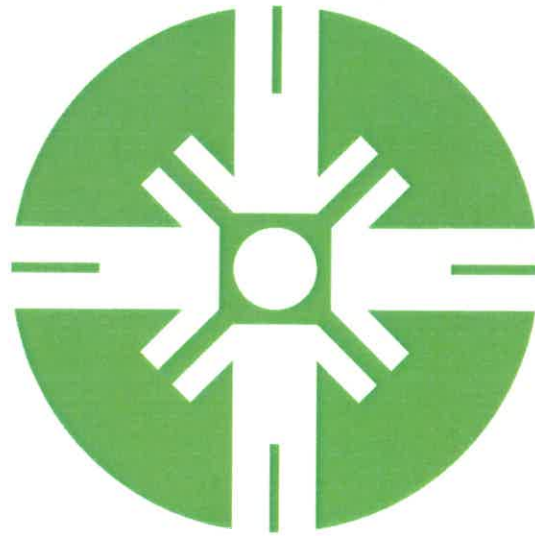
XI. ADDENDUM. Corporate Compliance Contact Posting, CCP-100-F1.

State of West Virginia

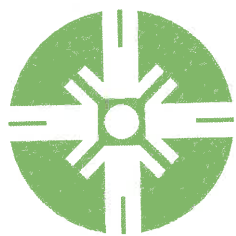
Drug and Alcohol Testing Services

Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #11



envivo
PEOPLE AT THE CENTER



envivo

H E A L T H

PEOPLE COME FIRST



The Testing Expertise and Services You Need for a Drug-Free Workplace

Envivo Health provides a comprehensive menu of drug detection options that can be tailored to your workplace testing program, including:

- Drug and Alcohol testing
- Medical Review Officer (MRO) services
- Collection services available*
- Consortium and Random Pool Management
- Background Screening services
- Training Solutions
- Drug-Free Workplace Policy

Envivo Health leads the industry in low-cost services that simplify your drug testing programs:



Testing for multiple specimen types, including urine, hair, and oral fluid



Convenient and secure specimen collection at your worksite



Custom testing services bundles to simplify drug testing programs and reduce your cost



*A NATIONAL PROVIDER OF INNOVATIVE WORKPLACE
DRUG TESTING AND BACKGROUND SCREENING SERVICES*

On-demand screening services & solutions that reveal the individual, faster:

RAPID TURNAROUND

Most national and state reports are available same business day. Real-time delivery available upon request to speed results to your office.

RESULTS YOU CAN TRUST

Expert review and proprietary, automated searches of available databases mean thorough, verifiable results to inform your decision making.

CUSTOM SCREEN SEARCHES

Extensive menu of on-demand search and screening options that match your unique needs. Create your own custom search bundles and choose individual services at any time.

Exclusive services and real-time support that go beyond the result:

Envivo Health provides the unsurpassed service & support that you deserve, and exclusive solutions with your company in mind:

Qualified-collector services training and DOT-certification programs

Toxicology and human resources expertise available in real-time

Corporate policy templates to support drug-free workplace programs



PEOPLE COME FIRST



*YOUR TRUSTED PARTNER FOR FAST, AND ACCURATE
DRUG DETECTION, TO EFFECTIVELY SUPPORT YOUR
DRUG-FREE WORKPLACE PROGRAMS.*

Drug & Alcohol Testing Services:

SAMHSA-certified laboratory services that adhere to strict Chain of Custody procedures, to ensure sample identification and integrity are maintained from the point of collection to the final result. We offer a comprehensive catalog of DOT and non-DOT testing and specimen collection services to inform your decision making, including:

- ✓ Pre-Employment Testing
- ✓ Reasonable Suspicion
- ✓ Post-Accident
- ✓ Drug-Free Workplace Testing
- ✓ DOT and Non-Regulated Breath Alcohol
- ✓ Specialty Drug Confirmatory Testing
- ✓ Random Drug Testing
- ✓ Court-ordered Drug Testing
- ✓ DOT-Regulated
- ✓ Customized Test Panels

Breath Alcohol Testing:

Commonly used for DOT required alcohol testing, a breath alcohol test determines the level of alcohol in the donor's blood by measuring the amount of alcohol in a deep lung sample of breath. The test must be performed by a trained breath alcohol technician (BAT) using an Evidential Breath Testing (EBT) device. For Workplace Alcohol Testing, DOT or Non-DOT, breath alcohol testing is recommended to determine current impairment.





Screen Panels + Laboratory Confirmation

Department of Transportation (DOT) Panel

Meets the federally mandated requirements for drug testing, by the U.S. Department of Transportation. DOT Rule 49 CFR part 40 Section 40.87

Drug - Free Workplace Panel

Comprehensive panels that keep your Drug Free Workplace Program in compliance with the DFWP act

5 Drug Panel

AMP / COC / THC / OPI / PCP

7 Drug Panel

AMP / BAR / BZO / THC / COC / OPI / PCP

9 Drug Panel

AMP / BAR / BZO / THC / COC / MDMA / OPI / PCP

10 Drug Panel

AMP / BAR / BZO / THC / COC / MTD / MEQ / OPI / PCP / PPX

12 Drug Panel

Options Available:
6-AM / AMP / BAR / BZO / THC / COC / MDMA / MTD / MEQ / OPI / PCP / PPX

Individual Drug(s) Confirmation

Many drug groups and individual drugs of abuse are available for confirmation analysis, including Heroin, and designer drugs like Synthetic Cathinones and Synthetic Marijuana.

Custom Panel

Envivo Health has the ability to customize the testing panel to fit the specific needs of any client

Medical Review Officer (MRO) Services:

MRO services are an important part of an effective drug testing program. The employer is ensured that every result will be reviewed by a licensed medical doctor with extensive training in substance abuse testing, to verify the legitimacy of test results per the employee's pre-existing medical condition.



*SOLUTIONS THAT EMPOWER YOU WITH
THE FLEXIBILITY YOU NEED AND THE
CONVENIENCE YOU DESERVE*



Secure, Convenient Specimen Collection

The accuracy of any test result is dependent on the integrity of the specimens sent to the lab. Envivo Health DOT-certified specimen collectors ensure a secure specimen collection nearly anywhere, including our headquarters, any of our regional service centers, and Envivo-network partners. Observed specimen collection is available upon request.

ENVIVO

Exclusive collection services at our corporate headquarters for fast, and secure specimen collection

WORKPLACE

Convenient and secure specimen collection at your office for individual, or group testing

OFF-SITE

Send your employees to any one of our nearest regional offices, to ensure prompt and professional specimen collection

CLINIC

Our contracted network of professional collection sites provide convenient access to our services

ONSITE

For remote employees and work site collection services, including onsite post-accident specimen collection

Consortium and Random Pool Management

Random drug testing programs are required for employers regulated by the United States Department of Transportation. Whether you need the added benefit of consortium services, or the security of Random Pool Management; Envivo has the compliance expertise to reinforce your drug-free workplace program.



Training Solutions

In today's workplace, compliance and education are necessary tools. Offering professional development training programs allow employees to perform better and boosts their potential for growth in your organization. Investing in your workers not only engages your current workforce, but also attracts potential job candidates - helping your bottom line. At Envivo we offer a comprehensive range of training solutions that are beneficial to any industry.

- Sexual Harassment
- Interview Training
- Federal Discrimination Laws
- How to Conduct a Meeting
- Leadership
- Religion in the Workplace
- Assertive Communications
- Conflict Resolution
- Documentation Training
- Active shooter

Drug-Free Workplace Policy

Human Resource professionals at Envivo will create a written drug-free policy that reflects the needs of your workplace and addresses the legal requirements for your industry.

Non-DOT Drug Free Workplace Policy

Envivo Health can create a non-regulated Drug Free Workplace Policy for any organization, including step-by-step instructions and all required documents.

DOT: FMCSA Drug Free Workplace Policy

Envivo Health can create a DOT approved, Drug Free Workplace Policy for organizations that fall under the Federal Motor Carrier Safety Administration regulations, including step-by-step instructions and all required documentation.





Background Screening Packages

BASIC SEARCH

- Person Search Plus
- National Criminal Database
- Global Homeland Security Report
- National Sex Offender Registry

STANDARD NEW HIRE

- Person Search Plus
- National Criminal Database
- Global Homeland Security Report
- National Sex Offender Registry
- County Level Real Time Search (up to 2 counties - last 7 years)

PREMIUM SEARCH

- Person Search Plus
- National Criminal Database
- Global Homeland Security Report
- National Sex Offender Registry
- County Level Real Time Search (unlimited counties - last 7 years)

HEALTHCARE STANDARD SEARCH

- Person Search Plus
- National Criminal Database
- Global Homeland Security Report
- National Sex Offender Registry
- County Level Real Time Search (up to 2 counties - last 7 years)
- Medscan Pro

HEALTHCARE PREMIUM SEARCH

- Person Search Plus
- National Criminal Database
- Global Homeland Security Report
- National Sex Offender Registry
- County Level Real Time Search (up to 2 counties - last 7 years)
- Medscan Pro
- Federal District Court Search

TRANSPORTATION BASIC SEARCH


- Motor Vehicle Report
- Commercial Driver's License Search

TRANSPORTATION STANDARD SEARCH

- Person Search Plus
- National Criminal Database
- Global Homeland Security Report
- National Sex Offender Registry
- County Level Real Time Search (up to 2 counties - last 7 years)
- Motor Vehicle Report

TRANSPORTATION PREMIUM SEARCH

- Person Search Plus
- National Criminal Database
- Global Homeland Security Report
- National Sex Offender Registry
- County Level Real Time Search (up to 2 counties - last 7 years)
- Motor Vehicle Report
- Commercial Driver's License Search



Envivo Health delivers the verifiable data you need to identify the right candidate for any position. Our background screening services provide thorough, actionable results, fast - so you can hire confidently, and quickly. All background screening services may be requested on-demand or combined to create a custom search for your workplace needs.

Value Added Services

MedScan Pro

- Provides disciplinary actions taken by state agencies, licensing and certification agencies for all 50 states.
- Search includes data from OIG, GSA, FDA, DEA, Tri-Care (Formerly Champus), State Agencies, Licensing Agencies, and Certification Agencies.

Credit Report

- INSTANT results from Equifax
- Social Security number verification reporting the state and year that it was issued
- Displays a credit and a financial summary that includes debt-to-income ratio
- Provides an easy to read and understand summary of credit accounts that gives the creditor, date the account was opened, the last reported date, high credit, balance, past due amount (if any), a historical time line of previous past due payments, the type of account, the accounts current status, and if the account is a joint account.
- Displays each month and year of each late payment
- View collections, judgments, and public records
- Displays previous inquiries
- Provides source and creditor information for customer disputes

Motor Vehicle Report

- Motor vehicle reports that detail a history of violations, suspensions, and other information about a person's driving history

Commercial Driver's License Information System Search

- Allows an employer to search for any prior licenses, current CDL and up to three prior licenses held by the prospective employee

Past Employment Reference Check

- VeriScreen's professional staff will call 4 times a day to reach the applicant's previous employers to verify time at previous job, position title, their current status, and income

Professional Reference Check

- VeriScreen's professional staff will call 4 times daily to reach your applicant's personal references. VeriScreen will ask the questions that you want answered.

Education Verification

- VeriScreen will verify your applicant's high school, College, or Technical degree information

Professional License Verification

- VeriScreen will verify your applicant's professional licenses



envivo
HEALTH

PEOPLE COME FIRST

INCREASE PRODUCTIVITY

In a recent survey, 19% of over 1,000 human resource professionals reported a perceived increase in employee productivity after implementation of a drug-free workplace program.¹

DECREASE TURNOVER

Human Resource Professionals report a 16% decrease in employee turnover rates once a drug testing program was implemented.¹

RECRUIT QUALITY TALENT

Finding quality talent is a struggle in nearly every business. Background Screening services provide you with assurance that candidates are qualified by providing accurate information.²

IMPROVE COMPLIANCE

A third-party screening provider with in-house compliance expertise can help you design a screening solution that satisfies industry standards, as well as state, and federal requirements. Without this, your company can risk fines and other ongoing legal issues.²

Envivo Health is a leading provider of innovative employer support services for smart candidate screening and simplified workplace compliance programs.



results
you can
trust

real-time
expert
support

affordable
premium
services

Leading Technology and Advanced Services

- SAMHSA-certified laboratory for DOT-regulated, and non-DOT testing
- Best-in-class background screening solutions
- Proprietary automation, and lean-design for rapid turnaround times

Exclusive Service that Goes Beyond the Result

- Unsurpassed customer service and support in real-time
- Expert consultation & results interpretation assistance when you need it
- Flexible, tailored solutions to meet unique needs of your workplace

Premium Services at a Reduced Cost

- Extensive catalog of testing and screening products at the best price.
- Custom services and bundled packages for additional savings

Choose ENVIVO for Informed Decision Making

Comprehensive drug testing & background screening services

Rapid candidate results so you can hire faster

Custom solutions & bundled services to match the unique needs of your workplace

Affordability: premium services at a reduced cost



PEOPLE COME FIRST

State of West Virginia

Drug and Alcohol Testing Services

Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #12



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PEOPLE AT THE CENTER

DANIEL J. NEEDHAM

OBJECTIVE

Career growth with an established, and expanding company

EXPERIENCE

2018-2019 Envivo Health Russell Springs, KY

Director

- Supervise company operations
- Hire and train new collectors, facilitate remote collection site acquisition, perform specialized collection services
- Oversight of operations
- Implemented growth offorensic testing services.
- Promote synergy between field operations & internal operations by streamlining processes
- Manage accounting and invoicing

2016-2018 PremierTox Laboratory Russell Springs, KY

Supervisor, Operations

- Manage day to day operations of warehouse/shipping/receiving, invoicing and statements, ensure timely payments of accounts.
- Led push to provide forensic testing services from the laboratory.
- Cultivate relationships with new & current vendors, negotiate to bring costs down on services & items.

2013-2016 Papa Johns Russell Springs, KY

Store Manager

- Increased comp. sales 4% first year, 8% second year.
- Maintained, and exceeded level of quality required by the most strict standards in the pizza industry.
- Manage day to day operations of a small business with less than 15 employees.

2001 - 2008 Comgraph Inc. Park Forest, IL / Frankfort, IL

Operations Manager

- Increased client base by networking with attorneys, and healthcare industry professionals.
- Managed 2 offices, ran groups, oversaw treatment/scheduling of 30+ patients, maintained confidentiality.

- Implimented Medicare billing system to service indigent clients.
- Created/maintained policy & procedure manual to comply with state licensure requirements.

1999 - 2001 NCO Group Richton Park, IL

Administrative Assistant

- Liaison to clients in the healthcare field
- Ensure proper return reports were pulled and submitted.
- Assistant to 3 department heads.

EDUCATION

2005 IAODAPCA Springfield,
IL

- Certified Associate Addictions Professional

2017 AlcoPro Knoxville,
TN

- Certified DOT Professional Collector Instructor

2017 AlcoPro / Intoximeters Knoxville, TN

- Certified Breath Alcohol Technician Instructor

INTERESTS

Family, Music, Travel, Disciplined Martial Arts, Woodworking

MORGAN CAMP

OBJECTIVES

Enthusiastic self-starter with strong Customer Service experience seeking an executive assistant position.

EDUCATION

Somerset Community College

May 2020 Associates in Business Management

- Courses include the following: Marketing, Supervisory Management, Interpersonal Communication, Business Law, Software Applications, Personal Finance, Microeconomics, Accounting

EXPERIENCE

Envivo Health, LLC | PO Box 1376 Russell Springs, KY 42642

Client Services September 2017 – Present

Operate multi line phone system, transfer calls, and document all incoming calls to client services. Receive and review chain of custody forms, compare to reports and make corrections as appropriate. Primarily responsible for providing timely and effective client services to clients, potential clients, donors and external employees. Process add on test request, verify account result delivery methods, and assist the client in rectifying specimen/CCF errors. Perform background checks for individual donors. Responsible for result reporting for all clients.

PremierTox Laboratory | 2431 Lakeway Dr. Russell Springs, KY 42642

Billing Assistant June 2017 – September 2017

Ensured security and confidentiality of patient's information. Reviewed completion of all requisition test orders. Kept patients records, payment schedules and insurance updated into company databases. Managed computer system; reviewed patient statements and demographic insurance errors. Assisted in filing needed documentation.

Dr. Schneider Automotive | 223 Progress Dr. Russell Springs, KY 42642

Q All August 2015 – June 2017

Worked the final station on the line, meticulously checking each part produced for quality. Performed corrective action in the event that any part did not meet the standard set forth by the company.

Bruss North America | 600 Progress Dr. Russell Springs, KY 42642

Machine Operator July 2014 – April 2015

Ran machines to create multiple parts. Performed various quality checks to ensure parts were sent without any defects. Packed and labeled the parts before they were shipped.

Malone Staffing (TTAI) | 100 Pin Oak Dr. Somerset, KY 42503

Quality Assurance June 2013– July 2014

Tested various car parts made within the facility to ensure proper functionality. Performed checks on numerous lines to verify each line was operating efficiently and producing parts without any defects. If problems were present, I would perform the appropriate task to remedy the problem.

McDonald's | 251 S. Hwy. 127, Russell Springs, KY 42642

Crew Trainer Sept. 2011 – Sept. 2013

I continued to perform the job duties of a crew member with the added responsibilities of the initial training of new staff and the recurring training of existing staff. The training involved a final verification of job duties of the trained employee and the approval of myself that the crew member could perform the job. I was also responsible for cleaning and maintaining key equipment in the business making sure it was operational for business use. Was Employee of the Month in 2012.

McDonald's | 251 S. Hwy. 127, Russell Springs, KY 42642

Crew May 2009 – Sept. 2011

Worked in a variety of different positions based on business need. When serving customers, I was responsible for ensuring that orders were taken correctly and in a timely fashion, as well as making sure customers received their food in under the goals that Management set. When preparing food, I was responsible for making sure the orders were made quickly and correct.

SKILLS

- Communication
- Multitasking
- Prioritizing
- Organization
- Time Management
- Self-Motivation
- Dependability
- Ability to work under pressure
- Decision making

MICHAEL B. HUDDLESTON, PhD

Accomplished executive with substantial leadership experience in medical diagnostics, medical software and higher education. Vice President of Operations & Corporate Development for a large medical diagnostics company with responsibility for leading a team of 650 individuals generating over \$1 Billion of annual gross revenue with full responsibility for a \$100 Million annual operating budget. Extensive experience in handling complex projects and guiding individuals in constantly changing industries. Highly effective leader of diverse organizations with areas of responsibility including finance and operations management, strategic planning, mergers and acquisitions including five acquisitions with full integration, procurement and contract management, and research management. Skilled negotiator with the ability to effectively work with diverse groups of individuals across all levels of an organization.

Professional Experience

Chief Executive Officer – Envivo Health **December 2019 to Present**

- Responsible for the overall leadership of the company, which includes strategy, finance, accounting, operations, compliance, and commercial sales.
- Successfully led the acquisition of Premier Integrity Solutions, including due diligence and integration.

VP for Operations & Corporate Development - Inform Diagnostics **May 2012 – Oct. 2019**

InformDx (formerly Miraca Life Sciences) is a large anatomic pathology company in the United States that provides academic-caliber pathology services in the fields of dermatology, gastroenterology, urology, breast and hematology/oncology.

Operations (Sales Operations, Medical Practice Operations and Laboratory Operations)

- Led and facilitated the success of 650 professionals including medical doctors, PhD's, cytogeneticist, cytology technicians and laboratorians. Team processes and performs cancer diagnostics to approximately 5,500 patients each day across multiple locations in the United States.

Mergers & Acquisitions, Due Diligence & Integration

- Responsible for performing due diligence and analyzing business potential of targeted acquisitions.
- Responsible for integrating newly acquired companies into InformDx systems, processes & culture.
- Successfully led the integration of five acquired businesses with multiple locations.
 - Integration effort includes developing a detailed project plan for each acquisition to ensure a smooth transition for employees and clients.

Financial Operations

- Developed annual company-wide budget based on the forecasted number of patient cases received. (InformDx performs services for over 1.4 million patients annually that generates \$1 Billion in gross billing charges).

Logistics

- Led team responsible for ensuring successful collection and delivery of specimen packages for approximately 1.4 million patients each year. Maintained contracts with UPS and FedEx plus maintained a courier network to maximize flexibility and efficiency.

Marketing

- Led team responsible for all corporate marketing efforts that included developing a corporate brand strategy to ensure strong presence in the marketplace through tradeshow, journal advertising, email campaigns, educational webinars, electronic media, sales collateral and lead generation.

Vice President of Software Implementation - Phytel, Inc

March 2008 – May 2012

Phytel (now IBM Watson Health) is the market leading company empowering health improvement teams with proven technology to deliver coordinated care to their patients. Phytel's patient registry uses evidence-based protocols to identify and notify patients due for recommended care.

Software Implementation

- Successfully led projects with large health care organizations such as Tenet Health, Hospital Corporation of America and other large hospital and physician groups.
- Successfully led team of professional implementation managers, data integration architects and product configuration consultants. Team was responsible for every aspect of implementation and project management.

Strategic Planning

- Led corporate strategic planning by collectively establishing corporate vision, mission, goals and objectives.

Budgeting and Financial Management

- Developed and maintained corporate/departmental budgets. Developed monthly budget-to-actual reports for each department and Board of Directors. Implemented new billing process increasing efficiency and reduced billing cycle.

Quality Management

- Led a team of highly skilled quality control experts that support testing for product enhancements and new products.
- Provided oversight and guidance for corporate quality management system as a member of the corporate quality council. Implementing ISO 9001 quality standards.

Compliance

- Responsible for protecting the health information of more than 30 million patients in the Phytel patient registry. Ensured compliance throughout the broad spectrum of managing patient information.
- As Phytel HIPAA privacy officer, trained all new employees and conducted annual renewal certifications.

Previous Positions Held: Director of Implementation & Client Management, and Director of Contracts and Compliance & HIPAA Privacy Officer

Texas A&M University

October 1987 – February 2008

ACCOMPLISHMENTS

A noteworthy professional career in higher education that managed many areas of university administration. Held significant positions of increasing responsibility within the Texas A&M University System and Texas A&M Research Foundation. Worked with each A&M System component including Texas A&M University Health Science Center, Texas A&M College of Veterinary Medicine and each college, academic and administrative department on Texas A&M main campus.

- Established branch campus in Doha, Qatar. Led strategy for contract negotiations, developed 10-year operating budget and developed strategy for funding research centers.
 - Relocated to Qatar to establish financial systems, banking protocol, housing, transportation and developed crisis management plan with US Embassy, while simultaneously managing primary domestic responsibilities from abroad.
- Consulted with university scientists to protect and commercialize inventions. Process involved disclosure of discovery, evaluation of market potential and management of filing of patents.
- Lead negotiator and manager for Texas A&M's \$23 million Coca-Cola contract.
- Lead negotiator and manager for Texas A&M's \$25 million bookstore contract.
- Responsible for Texas A&M's \$43 million retail trademark licensing program which contracted with over 500 companies generating approximately \$2.0 million in annual royalties; while under my leadership gross royalties increased 300%.
- Achieved perfect federal, state, & internal audits for 10 consecutive years. These audits covered university research management and contract management programs.

- Developed online curriculum and taught graduate-level course in contract & grant management.

Positions held: Associate Vice Chancellor for Research & Federal Relations
Assistant Vice President for Business Development
Executive Director & University Contracting Officer

Education

Texas A&M University

Doctorate of Philosophy, Human Resource Development, Emphasis: Higher Education Finance, Higher Education Law, Leadership, Strategic Planning and Distance Education. Dissertation: *Copyright Law Issues in Distance Education*

Master of Science, Human Resource Development, Emphasis: Copyright Issues in Higher Education, Leadership, Training and Development

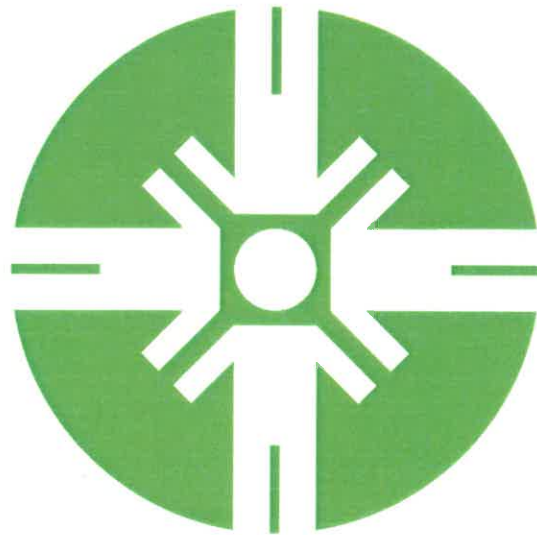
Bachelor of Science, AgriBusiness, Emphasis: Accounting, Finance, Management, Real Estate and Economics

State of West Virginia

Drug and Alcohol Testing Services

Solicitation no.: CRFQ 0506 HHR 2000000005

EXHIBIT #13



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PEOPLE AT THE CENTER



402 W County Rd D
St. Paul, MN 55112
(651) 636-7466
(800) 832-3244

STEP 1

To be completed by **COLLECTOR**
or **EMPLOYER REPRESENTATIVE**

Account # [REDACTED]

A. Employer Name, Address, I.D. No.

B. MRO Name, Address, Phone and Fax No.

LAB ACCESSION NO.

[REDACTED]
ATTN: DER
[REDACTED]
JAMESTOWN, KY 42629
P: [REDACTED]
Account # [REDACTED]

[REDACTED]
7 JAMESTOWN STREET
RUSSELL SPRINGS, KY 42642
PH 800-256-7141 FX 270-866-8515
Donor I.D.

Donor Name
C. (Last, First)

Donor
Daytime
Phone

D. Reason for Test

- Pre-employment
- Random
- Reasonable Suspicion/Cause
- Return To Duty
- Follow-up
- Post Accident
- Other (Specify)

E. Collection Site Name

16638

Collector
Phone No. 2 7 0 8 6 6 3 1 4 4

Collector
Fax No. 2 7 0 8 6 6 8 5 1 5

7 JAMESTOWN STREET
RUSSELL SPRINGS, KY 42642

F. Test(s)

Ordered 89211
10 PNL EXP

STEP 2: COMPLETED BY COLLECTOR

Read specimen temperature within 4 minutes. Is temperature
between 90° and 100° F? Yes No, Enter Remark

Specimen Collection:

- Split
- Single
- None Provided (Enter Remark)
- Observed (Enter Remark)

14008

REMARKS

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy)

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed and released to the Delivery Service noted in accordance with applicable requirements.

X
Signature of Collector
(PRINT) Collector's Name (First, MI, Last)

Time of
Collection
Date
(Mo./Day/Yr.)

- AM
- PM

SPECIMEN BOTTLE(S) RELEASED TO:
Name of Delivery Service Transferring Specimen to Lab
 FedEx Local Courier
 Other

RECEIVED AT LAB:

X
Signature of Accessioner
(PRINT) Accessioner's Name (First, MI, Last)

Date (Mo./Day/Yr.)

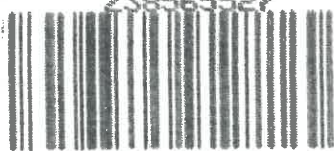
SPECIMEN BOTTLE(S) RELEASED TO:

Primary Specimen
Bottle Seal Intact

- Yes
- No, Enter Remark Below

SPECIMEN ID NO.

238565527



238565527

SPECIMEN ID NO.

A - SPECIMEN
30 ML



MEDTOX A-30 ML
LABORATORIES, INC.

Date (Mo. Day. Yr.)

Donor's Initials

B
SPLIT SPECIMEN
15 ML



MEDTOX B-15 ML
LABORATORIES, INC.

Date (Mo. Day. Yr.)

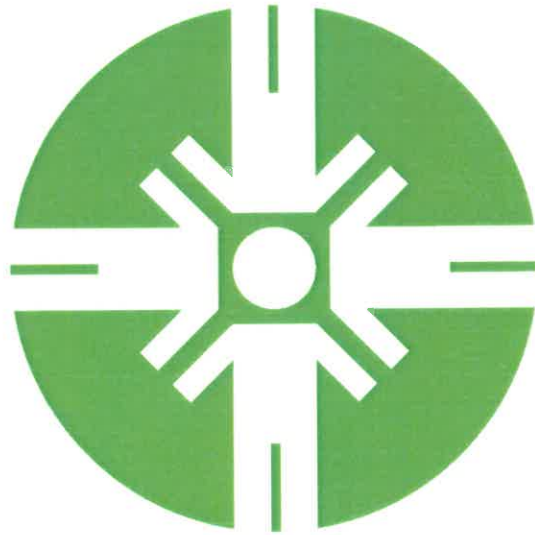
Donor's Initials

State of West Virginia

Drug and Alcohol Testing Services

Solicitation no.: CRFQ 0506 HHR 2000000005

Cost Proposal



envivo
PEOPLE AT THE CENTER

Cost Proposal
Drug and Alcohol Testing Services
CRFQ 0506 HHR 200000005

Line #	Spec. Section	Description of Commodity	Estimated Quantity		Unit cost		Extended Total
1	4.1.5-4.1.19	All-inclusive observed drug and alcohol screen for each specimen. To include, collection, supplies, transportation, screening, etc. and sharing results per specifications	3,000	x	\$31.80	=	\$95,400
1	4.1.1-4.1.19	All-inclusive unobserved drug and alcohol screen for each specimen. To include, collection, supplies, transportation, screening, etc. and sharing results per specifications	1,500	x	\$31.80	=	\$47,700
2	4.2.6	Cancellation fee ("no-show")	1,500	x	\$0		\$
3	4.1.22.1	Hourly rate for witness testimony by collection expert	100	x	\$0		\$
4	4.1.22.2	Hourly rate for witness testimony by laboratory expert	50	x	\$0		\$
5	4.1.22.3	Hourly rate for witness testimony by MRO expert	25	x	\$275.00		
6	4.1.22.4	Hourly rate testimony by collection expert at deposition in person	100	x			
7	4.1.22.5	Hourly rate testimony by laboratory expert at deposition in person	50	x			
8	4.1.22.6	Hourly rate testimony by MRO expert at deposition in person	25	x			
					Grand Total		

Award will be made to the vendor meeting all specifications with the lowest grand total.

Vendor Name: Envivo Health

Representative Name: Dan Needham

Email Address: dan@envivohealth.com

Phone Number: 866.936.8486

Signature: _____

Date: 02/21/2020