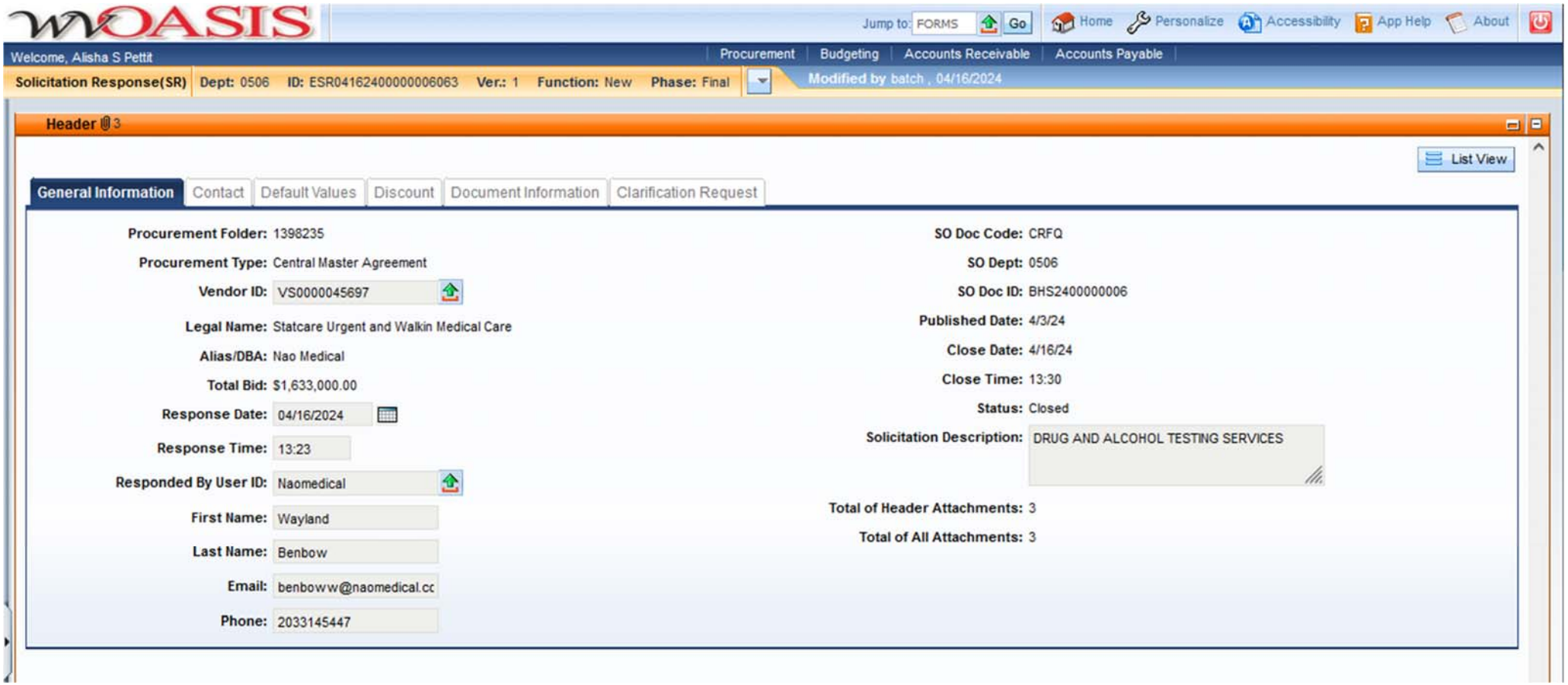
The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency 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.


WVOASIS
Jump to: FORMS Go
Home
Personalize
Accessibility
App Help
About
Welcome, Alisha S Pettit
Procurement
Budgeting
Accounts Receivable
Accounts Payable
Solicitation Response(SR) Dept: 0506 ID: ESR04162400000006063 Ver.: 1 Function: New Phase: Final
Modified by batch , 04/16/2024
Header 3
List View
General Information
Contact
Default Values
Discount
Document Information
Clarification Request
Procurement Folder: 1398235
Procurement Type: Central Master Agreement
Vendor ID: VS0000045697
Legal Name: Statcare Urgent and Walkin Medical Care
Alias/DBA: Nao Medical
Total Bid: $1,633,000.00
Response Date: 04/16/2024
Response Time: 13:23
Responded By User ID: Naomedical
First Name: Wayland
Last Name: Benbow
Email: benboww@naomedical.cc
Phone: 2033145447
SO Doc Code: CRFQ
SO Dept: 0506
SO Doc ID: BHS2400000006
Published Date: 4/3/24
Close Date: 4/16/24
Close Time: 13:30
Status: Closed
Solicitation Description: DRUG AND ALCOHOL TESTING SERVICES
Total of Header Attachments: 3
Total of All Attachments: 3

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

State of West Virginia
Solicitation Response

Proc Folder:	1398235
Solicitation Description:	DRUG AND ALCOHOL TESTING SERVICES
Proc Type:	Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-04-16 13:30	SR 0506 ESR04162400000006063	1

VENDOR

VS0000045697
Statcare Urgent and Walkin Medical Care

Solicitation Number: CRFQ 0506 BHS2400000006

Total Bid: 1633000 **Response Date:** 2024-04-16 **Response Time:** 13:23:49

Comments:

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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 MOBILE screening	3000.0000	EA	116.500000	349500.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

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 4.1.1-4.1.19.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	All inclusive price drug & alcohol unobserved MOBILE screeni	1500.0000	EA	116.500000	174750.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

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 4.1.1-4.1.19.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Hourly rate for witness testimony by collection expert	100.00000	HOUR	100.000000	10000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Hourly rate for witness testimony by collection expert in person.
Spec section 4.1.21.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Hourly rate for witness testimony by Laboratory expert	50.00000	HOUR	250.000000	12500.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Hourly rate for witness testimony by laboratory expert in person.
Spec section 4.1.21.2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Hourly rate for witness testimony by MRO expert	25.00000	HOUR	250.000000	6250.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Hourly rate for witness testimony by MRO expert in person.
Spec Section 4.1.21.3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	All inclusive price drug & alcohol observed MOBILE screening	1500.0000	EA	360.000000	540000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Observed
All inclusive price drug and alcohol observed MOBILE screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	All inclusive price drug & alcohol unobserved MOBILE screeni	1500.0000	EA	360.000000	540000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Unobserved
All inclusive price drug and alcohol unobserved MOBILE screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

STATURG-01 MARIEGRIMM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2024

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 PGIS dba Schaefer Enterprises 77 Chambers Street, 3rd Floor New York, NY 10007	CONTACT NAME: PHONE (A/C, No, Ext): (877) 237-2481 FAX (A/C, No): (866) 453-9676 E-MAIL ADDRESS: info@seinewyork.com
INSURED Statcare Urgent & Walk In Medical Care, PLLC DBA Statcare and Nao Medical 17 E Old Country Rd Hicksville, NY 11801	INSURER A : Citizens Insurance Company of AMerica — NAIC # 31534 INSURER B : Hanover Insurance Group — NAIC # 22292 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PZBY-J678888-00	3/27/2024	3/27/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PZBY-J678888-00	3/27/2024	3/27/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			PUHY-J678917-00	3/27/2024	3/27/2025	EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Drug & Alcohol Testing Services

CERTIFICATE HOLDER

State of West Virginia
Department of Administration
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

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

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Centralized Request for Quote** **Laboratory**

Proc Folder: 1398235 **Doc Description:** DRUG AND ALCOHOL TESTING SERVICES **Proc Type:** Central Master Agreement			**Reason for Modification:**
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2024-03-26	2024-04-16 13:30	CRFQ 0506 BHS2400000006	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

ADDITIONAL INFORMATION
THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HUMAN SERVICES, OFFICE OF DRUG CONTROL POLICY (ODCP), IS SOLICITING BIDS 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 ATTACHED DOCUMENTS. ***QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS***

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BBH/HF		BBH/HF	
350 CAPITOL ST, RM 350		350 CAPITOL ST, RM 350	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	All inclusive price drug & alcohol observed MOBILE 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 4.1.1-4.1.19.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BBH/HF		BBH/HF	
350 CAPITOL ST, RM 350		350 CAPITOL ST, RM 350	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	All inclusive price drug & alcohol unobserved MOBILE screeni	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 4.1.1-4.1.19.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	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 in person.
Spec section 4.1.21.1

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	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 in person.
Spec section 4.1.21.2

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	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 in person.
Spec Section 4.1.21.3

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	All inclusive price drug & alcohol observed MOBILE screening	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
Observed

All inclusive price drug and alcohol observed MOBILE screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BBH/HF		BBH/HF	
350 CAPITOL ST, RM 350		350 CAPITOL ST, RM 350	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	All inclusive price drug & alcohol unobserved MOBILE screeni	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
Unobserved

All inclusive price drug and alcohol unobserved MOBILE screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2024-04-02

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☑ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: April 2, 2024 at 10:00 AM ET

Submit Questions to: Crystal Hustead
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: crystal.g.hustead@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wv*OASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wv*OASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER: Crystal Hustead
SOLICITATION NO.: CRFQ BHS2400000006
BID OPENING DATE: April 16, 2024
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by *wv*OASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 16, 2024 at 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the $125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in *wv*OASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☑ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☑ Vendor must provide proof that it is a qualified drug and alcohol testing vendor as required by Title 49 CFR Part 40, with a minimum of 5 years business experience in drug and alcohol testing.

☑ Vendor must provide proof of SAMHSA certification.

☑ Vendor must provide proof of MRO certification.

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

    2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Priti Jain CEO

(Address) 135 Mineola Blvd Mineola NY, 11501

(Phone Number) / (Fax Number) 516-695-7943

(email address) priti@naomedical.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Statcare Urgent & Walk-In Medical Care DBA Nao Medical
(Company)

Priti Jain
(Signature of Authorized Representative)

Priti Jain CEO 4/16/2024
(Printed Name and Title of Authorized Representative) (Date)

516-695-79-43 516-938-1554
(Phone Number) (Fax Number)

priti@naomedical.com
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BHS2400000006

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)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5
- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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 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.

Statacare Urgent & Walk-In Medical Care DBA Nao Medical

Company

Authorized Signature

4/16/2024

Date

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Human Services, 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.

   NOTE: This solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of "Attachment 1: Federal Funds Addendum."

   NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: http://www.wvdhhr.org/pdfs/h1.5%20Utilization%20Report%20and%20EEO%20policy.pdf

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 "Contract Services" means the drug and alcohol testing services as more fully described in these specifications.

   2.2 "Pricing Page" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS upon which Vendor should list its proposed price for the Contract Services.

   2.3 "SAMHSA" means the Substance Abuse and Mental Health Services Administration, an agency of the United States Department of Health and Human Services.

   2.4 "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

   2.5 "Title 49 CFR Part 40" means the United States Department of Transportation Workplace Drug and Alcohol Testing Program Policy available at: http://www.dot.gov/odapc/NEW_DOCS/part40.html.

   2.6 "Medical Review Officer (MRO)" means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

2.7 **"ODCP"** means the Office of Drug Control Policy, created within the Department of Human Services (DoHS) under the general direction of the Cabinet Secretary and supervision of the State Health Officer to lead development of all programs and services related to the prevention, treatment, and reduction of substance use disorder

2.8 **"Transition Agents"** means individuals hired by the State of WV to perform the job duties outlined by the Jobs and Hope WV handbook, including but not limited to, drug screening referral and review.

2.9 **"Jobs and Hope WV"** means a beginning-to-end program established by the state of WV to remove barriers to education, training and employment.

2.10 **"Participants"** means individuals who have been referred to the Jobs and Hope WV Transition Agents and completed an intake who will be or are currently receiving services.

3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Prior to the award, Vendor must provide proof that it is a qualified drug and alcohol testing vendor with a minimum of five (5) years' experience in drug and alcohol testing.

4. **MANDATORY REQUIREMENTS:** Contract Services must meet or exceed the mandatory requirements listed below.

4.1 Selected Jobs and Hope WV Participant Drug and Alcohol Testing:

4.1.1 Vendor must begin services within 14-28 days of award.

4.1.2 Vendor must provide all forms, collection kits and miscellaneous supplies for the collection, transportation and analyses of urine specimens.

4.1.3 Vendor must comply with all applicable medical standards; federal, state and local government safety codes, laws and regulations relating to drug and alcohol testing available at: http://www.samhsa.gov/workplace/drug-testing.

4.1.4 Vendor must follow the US Department of Transportation collection protocols provided in 49 CFR Part 40.

4.1.5 Vendor must provide for the collection of specimens to meet the requirements of 49 CFR Part 40 with respect to conducting workplace drug and alcohol testing, for collecting and storing urine specimens, testing for drugs and alcohol, and ensuring confidentiality. The vendor may use a mobile collection vehicle, or off-site collection facilities, provided all conditions of privacy, confidentiality and chain of custody are met for all collection locations.

4.1.6 Vendor must provide scheduled service Monday through Friday, excluding West Virginia State Holidays. Locations must be open for a minimum of 4 hours between the hours of 7:00 AM ET and 5:00 PM ET Monday through Friday.

4.1.7 Vendor must arrive on location and be ready to conduct testing within two (2) hours of the request for testing. For Mobile Services, vendors must arrive on location and be ready to conduct testing within four (4) hours of the request for testing.

4.1.8 Vendor must ensure that collection site personnel will be trained in compliance with 49 CFR Part 40 which and shall be engaged in the business of providing the required controlled substances and alcohol testing.

4.1.9 It is preferred that the vendor have a collection site, or be able to subcontract with another testing facility to serve as a collection site, in every county.

4.1.9.1 The vendor, who is awarded a contract, is solely responsible for the satisfactory completion of the work. The prime vendor shall be responsible for ensuring that any subcontractors have all the necessary permits, certifications, experience and insurance to perform the work. All work performed by a subcontractor must be appropriately annotated on any submitted documentation. DoHS will consider the vendor to be the sole point of contact with regard to authorized work under the contract, however, this provision does not prohibit the DoHS from directly contacting subcontractors.

4.1.9.2 If awarded vendor subcontracts the services contained in this solicitation, subcontractor must comply with all mandatory specifications.

4.1.9.3 Payments issued in accordance with the requirements of this solicitation and the awarded contract shall be made to the contractual vendor. Under no circumstances will the state make payments to a subcontractor.

4.1.9.4 The vendor must make arrangements for the initial screening appointment to be observed by collection site personnel.

4.1.10 Vendor should provide a list of collection sites for residents of all 55 counties in WV with their bid. This information will be required prior to contract award.

4.1.10.1 DoHS must be made aware of any changes made to the subcontractor list during the life of the contract.

4.1.11 Vendor must provide for transportation for all specimens to the testing laboratory in accordance with 49 CFR Part 40.

4.1.12 Vendor must provide for testing of urine in compliance with 49 CFR Part 40. This includes necessary collection and identification supplies and transportation costs from the collection site to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. The split sample method of collection, handling, and storage is to be utilized. The split sample method is a collection in which the urine collected is divided into two separate specimen bottles, the primary specimen and the split specimen.

4.1.13 Vendor must utilize a laboratory that is certified by DoHS/SAMHSA (Department of Human Services). The laboratory shall test and store specimens (primary and split specimens) and have in place equipment that meets applicable regulations which can be found at http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf. Additionally, the laboratory shall have a quality control program in place that complies with 49 CFR Part 40.

4.1.14 Vendor must perform chemical analyses of urine specimens to determine whether the person from whom the specimen was taken has been using any of the drugs listed:

A. Amphetamines (amphetamine and methamphetamine)
B. Cocaine
C. Marijuana
D. Opiates (codeine and morphine)
E. Phencyclidines (PCP)
F. Barbiturates
G. Benzodiazepines
I. Expanded Opiates (oxycodone, hydromorphone, hydrocodone, oxymorphone)
J. Alcohol

4.1.15 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.

4.1.16 Vendor must provide confirmed test results, of both negative results and positive test results for nonprescription drugs are made available, in writing, to Transition Agents or his/her designee via confidential means, immediately upon confirmation by the MRO, but not later than 72 hours after receipt of the specimen by the laboratory. The vendor must inform the state agency contact if turnaround time for positive test result confirmation will exceed 72 hours.

4.1.17 Vendor must ensure that all laboratory records are maintained for the appropriate period of time to comply with 49 CFR Part 40 which can be found at http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf and that those records are provided, in written report format, to the Transition Agents upon written request within 120 hours.

4.1.18 Vendor must provide for an account manager (or designee) to be available during normal business hours (Monday through Friday

between 7:00 am EST and 5:00 pm EST excluding State Holidays) to answer questions and resolve problems.

4.1.19 Vendor must provide each Facility / Bureau / Office (as appropriate) with a written recapitulation of the testing program activity on a monthly basis and provide by US mail a comprehensive listing within ten (10) calendar days to each respective thirty (30) Community Services Managers.

4.1.20 Vendor must, upon written request, prepare a litigation package within 120 hours of the request. The litigation package will be provided to the DoHS's Bureau Community Service Manager or his/her designee via confidential means and will include copies of all chain of custody documents, batch specimen review sheets, data review files (graphic charts), resumes and credentials of all technicians involved in testing of specimens, laboratory testing reports to include the initial immunoassay screen and the confirmation gas chromatography/mass spectrometry test.

4.1.21 Vendor must provide within seven (7) calendar days, upon request, expert witness testimony regarding the accuracy of specific client/applicant testing should the results and subsequent actions be challenged by client/applicant.

4.1.21.1 Expert witness testimony includes a collection expert to testify in person in court to the procedures followed in collecting the client/applicant's specimen(s).

4.1.21.2 Expert witness testimony includes a laboratory expert to testify in person in court to the procedures followed in testing the client/applicant's specimen(s).

4.1.21.3 Expert witness testimony includes MRO expert to testify in person in court to the test results of the client/applicant's specimen(s).

4.1.22 Vendor must maintain records, documents and other files directly related to the performance of work under this agreement in accordance with 49 CFR Part 40 and accepted professional practice and appropriate accounting procedures.

4.1.22.1 Vender shall maintain records pertaining to the contract for five (5) years following the end of the contract period. Should there be any litigation or issues related to the contract vendor shall maintain the records for five (5) years following the termination of any litigation that has not terminated within the above five (5) year period.

4.1.23 Vendor must provide any or all records produced or held in execution of this agreement within 10 calendar days of written notice.

4.2 Department of Human Services Requirements

4.2.1 Upon contract award, DoHS's ODCP Assistant Director will provide a comprehensive list of Transition Agents from each Jobs and Hope WV Region authorized to request testing and receive results.

4.2.2 DoHS will not reimburse the vendor for initial set-up fee or for any renewal fees if the contract is renewed.

4.2.3 DoHS will not reimburse vendor for specimen adulteration assays.

4.2.4 DoHS will not reimburse vendor for handling of rejected specimens or those otherwise unfit for testing.

4.2.5 DoHS will not reimburse vendor for collection time. A collection is complete only after every client/applicant has met his/her testing obligations.

4.2.6 DoHS will reimburse the vendor a "no show" fee of the amount equal to the scheduled procedure in the event that vendor is called to a location for a scheduled collection/testing procedure and the client/applicant fails to appear for the collection/testing procedure after a reasonable waiting period of at least forty-five (45) minutes, provided that Vendor acquires written documentation from the authorized individual at the location or his/her designee.

5. CONTRACT AWARD:

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.

5.2 Pricing Page: Vendor must complete the pricing page by entering the unit price for each item/commodity line. Multiply that unit price by the quantity and place that result in the "total price" column. Add all the numbers in the "total price" column to get the Total Bid Amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. **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.**

If responding electronically through VSS, the Total Bid Amount is calculated by the system automatically; vendors should only need to enter a Unit Price for each line.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). If unable to respond online, Vendor must submit their Pricing Page with their submitted bid prior to the schedule bid opening date.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service website. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and total price for each line item.

If encountering issues with using wvOASIS to access the Pricing Page or other documentation, or with entering bid data electronically in general, bidders should contact the wvOASIS HelpDesk at (304) 558-6708, Toll Free (855) 666-8823

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. **PAYMENT:** Agency shall pay per test or other unit, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

The vendor shall submit monthly invoices, in arrears, to the DHHR according to usage for all services provided pursuant to the terms of the contract. Each invoice will contain

documentation to determine the dates, type of tests, location of test, and cost per test; hours of expert testimony; or training materials, as applicable. DoHS reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days from the date of receipt of any invoice deficiencies.

State law forbids payment of invoices prior to receipt of services.

Payments issued in accordance with the requirements of this solicitation and the awarded contract shall be made to the contractual vendor. Under no circumstances will the state make payments to a subcontractor.

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security 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: Wayland Benbow
Telephone Number: 203-314-5447
Fax Number: 516-938-1554
Email Address: benboww@naomedical.com

Attachment 1

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. **MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:** (2 C.F.R. § 200.321)

    a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

        (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
        (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
        (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
        (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
        (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
        (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

    b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. **DOMESTIC PREFERENCES:** (2 C.F.R. § 200.322)

    a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. **BREACH OF CONTRACT REMEDIES AND PENALTIES:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. **TERMINATION FOR CAUSE AND CONVENIENCE:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. **EQUAL EMPLOYMENT OPPORTUNITY:**
(2 C.F.R. § 200.327 and Appendix II)

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

6. **DAVIS-BACON WAGE RATES:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of $2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

(a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
(b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. **ANTI-KICKBACK ACT:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. **CLEAN AIR ACT**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds $150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. **DEBARMENT AND SUSPENSION**
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. **BYRD ANTI-LOBBYING AMENDMENT**
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

13. **PROCUREMENT OF RECOVERED MATERIALS**
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia	**Vendor Name:** Statcare Urgent & Walk-In Medical Care DBA Nao Medical
By: _____	**By:** Priti Jain
Printed Name: _____	**Printed Name:** Priti Jain
Title: _____	**Title:** CEO
Date: _____	**Date:** 4/16/2024

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.
W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

[X] – Not Applicable Because Contract Not for Construction

[ ] – Federal Prevailing Wage Determination on Next Page

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).

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.

AGREED:

Name of Agency: Statcare Urgent & Walk In Medical Care DBA Nao Medical

Name of Associate: _____

Signature: _____

Signature: _____

Title: CEO

Title: _____

Date: 4/16/2024

Date: _____

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY Of March 20 13
Patrick Morrisey
Attorney General
BY _____

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Priti Jain

Name of Agency: Statcare Urgent & Walk-In Medical Care DBA Nao Medical

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Any and all health information that can be tied to an individuals information.

DRUGSCAN ACCREDITATIONS

At DRUGSCAN, we are proud to be one of the only laboratories in the country to be CLIA-licensed, CAP-accredited, and SAMSHA-certified. Below, you can explore what each certification/accreditation means, and see why they are so important when it comes to identifying a trustworthy, quality laboratory.

CLIA-licensed

The Centers for Medicare & Medicaid Services (CMS) regulates all laboratory testing (except research) performed on humans in the U.S. through the Clinical Laboratory Improvement Amendments (CLIA). In total, CLIA covers approximately 260,000 laboratory entities. The Division of Clinical Laboratory Improvement & Quality, within the Quality, Safety & Oversight Group, under the Center for Clinical Standards and Quality (CCSQ) has the responsibility for implementing the CLIA Program. The objective of the CLIA program is to ensure quality laboratory testing.

CAP-accredited

The College of American Pathologists (CAP) Laboratory Accreditation Program is an on-site, peer-inspection program that occurs every two years to assess the site's compliance with CAP program requirements. The criteria checklist is updated annually, developed with input from more than 500 pathologists. CAP Laboratory Accreditation helps laboratories maintain accuracy of test results, ensure accurate patient diagnosis, exchange ideas and best practices among pathology and laboratory medicine peers, and manage rapidly evolving changes in laboratory medicine and technology.

SAMHSA-certified

A SAMHSA-certified laboratory is a clinical facility that administers drug screen procedures for employment purposes recognized federally by the Substance Abuse Mental Health Services Administration (SAMHSA), a division of the Department of Health and Human Services (DHHS). SAMHSA certification means a laboratory is authorized to perform forensic testing for regulated industries and federal agencies under federal regulation. This statute acts as both a deterrent and preventive measure against drug abuse in the workplace.

About DRUGSCAN

DRUGSCAN is a national toxicology and infectious disease testing laboratory that partners with organizations and providers for healthier lives and safer workplaces. With over 35 years of experience in toxicology testing via their CLIA-licensed, CAP-accredited and SAMHSA-certified laboratory, DRUGSCAN provides prescription drug and addiction monitoring, specialized drug testing, and workplace drug testing, screening and program management services to clients in 48 states. DRUGSCAN also provides infectious disease testing services, including real-time PCR testing for COVID-19, through their ViraScan laboratory.

Get Started

To get started with DRUGSCAN today
email info@DRUGSCAN.com

P 1.800.235.4890
F 1.888.488.8874
200 Precision Rd, Suite 200 | Horsham, PA 19044

DRUGSCAN®
AN ACM GLOBAL LABORATORY

COLLEGE of AMERICAN PATHOLOGISTS

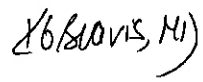
CERTIFICATE OF ACCREDITATION

DrugScan, Inc
Laboratory
Horsham, Pennsylvania
Wendy R. Adams, PhD, DABCC, F-ABFT

CAP Number: 7204763
AU-ID: 1501369
CLIA Number: 39D0657655

The organization named above meets all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to **June 19, 2025** to maintain accreditation.

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



Kathleen G. Beavis, MD, Accreditation Committee Chair

Emily Volk, MD, FCAP, 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
02/28/2023

LABORATORY DIRECTOR
ASHHAD MAHMOOD M.D.

EXPIRATION DATE
02/27/2025

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.

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Monique Spruill

Monique Spruill, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

142 Certs2_013123

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)	EFFECTIVE DATE
BACTERIOLOGY (110)	07/27/1995
MYCOBACTERIOLOGY (115)	07/27/1995
MYCOLOGY (120)	07/27/1995
PARASITOLOGY (130)	07/27/1995
VIROLOGY (140)	07/27/1995
SYPHILIS SEROLOGY (210)	07/27/1995
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

LAB CERTIFICATION (CODE)	EFFECTIVE DATE
ANTIBODY TRANSFUSION (520)	08/29/2008
ANTIBODY NON-TRANSFUSION (530)	07/27/1995
ANTIBODY IDENTIFICATION (540)	08/29/2008
HISTOPATHOLOGY (610)	11/16/1998
CYTOLOGY (630)	11/16/1998

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

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.

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*   THIS REPORT WAS FORCE GENERATED BY BARBIRI - THE SAMPLE IS NOT COMPLETE
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31-Jan-2022 Clinical Reference Laboratory
14:54
CLIA #17D2005163, SAMHSA #0007, CAP #30211-03

XYZ COMPANY-TEST SAMPLES NAME: N/S SAMPLE ID:
T0025514
MEDICAL REVIEW OFFICER DOB: N/S COLLECTED:
01/30/22
123 MAIN ST ID: XXX-XX-XXX1 RECEIVED:
01/31/22
ANYWHERE, KS 00001 GENDER: N/S REPORTED: N/S
SLIP ID: 00T0025514 FAX: N/S
PH: N/S REF ID: 30C7 PANEL ID: 30C7
COLL. SITE ID: N/S BRANCH: TEST ACCOUNT1

REASON FOR TESTING: NOT SPECIFIED
SAMPLE TYPE: URN SUBSTANCE ABUSE SCRN

URINALYSIS VALUES	RESULT / STATUS		CUTOFF/EXPECTED
URN CREATININE	80.0		20.0-300.0 mg/dL
GENERAL OXIDANT	.....	NEGATIVE	200 ug/mL
ADULTA-PH	5.0	NORMAL	4.5-8.9

INITIAL TEST VALUES	RESULT / STATUS		CUTOFF/EXPECTED
6-AM (10/10)	.....	NEGATIVE	10 ng/mL
AMP/MAMP (500/250)	.....	NEGATIVE	500 ng/mL
COCAINE METABOLITE (150/100)	.....	NEGATIVE	150 ng/mL
COD/MOR (2000/2000)	.....	NEGATIVE	2000 ng/mL
OXYC/OXYM (100/100)	.....	NEGATIVE	100 ng/mL
MDMA/MDA (500/250)	.....	NEGATIVE	500 ng/mL
HYC/HYM (300/100)	.....	NEGATIVE	300 ng/mL
MARIJUANA METABOLITES (50/15	.....	NEGATIVE	50 ng/mL
PHENCYCLIDINE (25/25)	.....	NEGATIVE	25 ng/mL

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*
*   THIS REPORT IS NOT INTENDED FOR EXTERNAL CLIENT DISTRIBUTION
*

* SINCE TEST RESULTS MAY CHANGE AT ANY TIME
*
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8433 Quivira Road. Lenexa, Kansas 66215. (913) 492-3652

FCB: CLS.XYZ.XYZ1

[end of report]

New York State Department of Health

PFI: 8698

Clinical Laboratory Permit

CLIA: 17D2005163

Clinical Reference Laboratory, Inc
8433 Quivira Rd
Lenexa KS 66215

Director:
David J. Kuntz, Ph.D.

Owner:
Clinical Reference Laboratory Inc

is hereby authorized to perform laboratory procedures at the above location in the following categories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This permit shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Clinical Chemistry
(limited to specimen validity for drug testing)
Toxicology
Clinical Toxicology-Comprehensive
Forensic Toxicology-Comprehensive

Renewal
Effective Date: July 1, 2023
Expiration Date: June 30, 2024

Subject to Revocation
Permit Not Transferable

POST CONSPICUOUSLY

Serial: LAP 173506

New York State Department of Health

PFI: 4112

Clinical Laboratory Permit

CLIA: 17D0667123

Clinical Reference Laboratory Inc
8433 Quivira Road
Lenexa KS 66215

Director:
Shawn R Clinton, Ph.D.

Owner:
Clinical Reference Laboratory Inc

is hereby authorized to perform laboratory procedures at the above location in the following categories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This permit shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Clinical Chemistry
Cytokines
Diagnostic Immunology
Diagnostic Services Serology
Endocrinology
Genetic Testing
Molecular
Hematology
(excluding bone marrow aspirate examination)
Toxicology
Blood Lead-Comprehensive
Clinical Toxicology-Qualitative Testing Only
Trace Elements
Ther. Sub. Mon./Quant. Tox.
Virology

Renewal
Effective Date: July 1, 2023
Expiration Date: June 30, 2024

Subject to Revocation
Permit Not Transferable

POST CONSPICUOUSLY

Serial: LAP 173137

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31-Jan-2022 Clinical Reference Laboratory
14:54
CLIA #17D2005163, SAMHSA #0007, CAP #30211-03

XYZ COMPANY-TEST SAMPLES NAME: N/S SAMPLE ID:
T0025513
MEDICAL REVIEW OFFICER DOB: N/S COLLECTED:
01/31/22
123 MAIN ST ID: XXX-XX-XXX2 RECEIVED:
01/31/22
ANYWHERE, KS 00001 GENDER: N/S REPORTED: N/S
SLIP ID: 00T0025513 FAX: N/S
PH: N/S REF ID: 30C7 PANEL ID: 30C7
COLL. SITE ID: N/S BRANCH: TEST ACCOUNT1

REASON FOR TESTING: NOT SPECIFIED
SAMPLE TYPE: URN SUBSTANCE ABUSE SCRN

URINALYSIS VALUES	RESULT / STATUS	CUTOFF/EXPECTED
URN CREATININE	80.0	20.0-300.0 mg/dL
GENERAL OXIDANT	..... NEGATIVE	200 ug/mL
ADULTA-PH	5.0 NORMAL	4.5-8.9

INITIAL TEST VALUES	RESULT / STATUS	CUTOFF/EXPECTED
6-AM (10/10)	..... POSITIVE	10 ng/mL
AMP/MAMP (500/250)	..... POSITIVE	500 ng/mL
COCAINE METABOLITE (150/100)	..... POSITIVE	150 ng/mL
COD/MOR (2000/2000)	..... POSITIVE	2000 ng/mL
OXYC/OXYM (100/100)	..... POSITIVE	100 ng/mL
MDMA/MDA (500/250)	..... POSITIVE	500 ng/mL
HYC/HYM (300/100)	..... POSITIVE	300 ng/mL
MARIJUANA METABOLITES (50/15	..... POSITIVE	50 ng/mL
PHENCYCLIDINE (25/25)	..... POSITIVE	25 ng/mL

8433 Quivira Road. Lenexa, Kansas 66215. (913) 492-3652

FCB: CLS.XYZ.XYZ1

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31-Jan-2022 Clinical Reference Laboratory
14:54
CLIA #17D2005163, SAMHSA #0007, CAP #30211-03

XYZ COMPANY-TEST SAMPLES NAME: N/S SAMPLE ID:
T0025513
MEDICAL REVIEW OFFICER DOB: N/S COLLECTED:
01/31/22

CONFIRMATION	RESULT / STATUS		CUTOFF VALUE
MS D-METHAMPHETAMINE %	100.0		
CODEINE LCMSMS (2000)	2000	POSITIVE	2000 ng/mL
MORPHINE LCMSMS (2000)	2000	POSITIVE	2000 ng/mL
PHENCYCLIDINE LCMSMS (25)	25	POSITIVE	25 ng/mL
THCA LCMSMS (15)	15	POSITIVE	15 ng/mL
6-AM LCMSMS (10)	10	POSITIVE	10 ng/mL
AMPHETAMINE LCMSMS (250)	250	POSITIVE	250 ng/mL
METHAMPHETAMINE LCMSMS (250)	250	POSITIVE	250 ng/mL
BZE LCMSMS (100)	100	POSITIVE	100 ng/mL
MDA LCMSMS (250)	250	POSITIVE	250 ng/mL
MDMA LCMSMS (250)	250	POSITIVE	250 ng/mL
HYDROCODONE LCMSMS (100)	100	POSITIVE	100 ng/mL
HYDROMORPHONE LCMSMS (100)	100	POSITIVE	100 ng/mL
OXYCODONE LCMSMS (100)	100	POSITIVE	100 ng/mL
OXYMORPHONE LCMSMS (100)	100	POSITIVE	100 ng/mL

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*   THIS REPORT IS NOT INTENDED FOR EXTERNAL CLIENT DISTRIBUTION
*
*   SINCE TEST RESULTS MAY CHANGE AT ANY TIME
*
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8433 Quivira Road. Lenexa, Kansas 66215. (913) 492-3652

FCB: CLS.XYZ.XYZ1

[end of report]

Certificate of Accreditation

Substance Abuse and Mental Health Services Administration
SAMHSA
www.samhsa.gov • 1-877-SAMHSA-7 (1-877-726-4727)

The Substance Abuse and Mental Health Services Administration

certifies that

Clinical Reference Lab

Lenexa, KS

NLCP Laboratory Number: 0007

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 21, 1989

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

DEPARTMENT OF HEALTH & HUMAN SERVICES • USA

Frances M. Harding
Director
Center for Substance Abuse Prevention

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Centralized Request for Quote** **Laboratory**

Proc Folder: 1398235 **Doc Description:** DRUG AND ALCOHOL TESTING SERVICES **Proc Type:** Central Master Agreement			**Reason for Modification:**
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2024-03-26	2024-04-16 13:30	CRFQ 0506 BHS2400000006	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

ADDITIONAL INFORMATION
THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HUMAN SERVICES, OFFICE OF DRUG CONTROL POLICY (ODCP), IS SOLICITING BIDS 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 ATTACHED DOCUMENTS. ***QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS***

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BBH/HF		BBH/HF	
350 CAPITOL ST, RM 350		350 CAPITOL ST, RM 350	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	All inclusive price drug & alcohol observed MOBILE 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 4.1.1-4.1.19.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BBH/HF		BBH/HF	
350 CAPITOL ST, RM 350		350 CAPITOL ST, RM 350	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	All inclusive price drug & alcohol unobserved MOBILE screeni	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 4.1.1-4.1.19.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	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 in person.
Spec section 4.1.21.1

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	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 in person.
Spec section 4.1.21.2

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	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 in person.
Spec Section 4.1.21.3

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	All inclusive price drug & alcohol observed MOBILE screening	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
Observed

All inclusive price drug and alcohol observed MOBILE screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BBH/HF		BBH/HF	
350 CAPITOL ST, RM 350		350 CAPITOL ST, RM 350	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	All inclusive price drug & alcohol unobserved MOBILE screeni	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
Unobserved

All inclusive price drug and alcohol unobserved MOBILE screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2024-04-02

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☑ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: April 2, 2024 at 10:00 AM ET

Submit Questions to: Crystal Hustead
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: crystal.g.hustead@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wv*OASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wv*OASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER: Crystal Hustead
SOLICITATION NO.: CRFQ BHS2400000006
BID OPENING DATE: April 16, 2024
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by *wv*OASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 16, 2024 at 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the $125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in *wv*OASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☑ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☑ Vendor must provide proof that it is a qualified drug and alcohol testing vendor as required by Title 49 CFR Part 40, with a minimum of 5 years business experience in drug and alcohol testing.

☑ Vendor must provide proof of SAMHSA certification.

☑ Vendor must provide proof of MRO certification.

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

    2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Priti Jain CEO

(Address) 135 Mineola Blvd Mineola NY, 11501

(Phone Number) / (Fax Number) 516-695-7943

(email address) priti@naomedical.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Statcare Urgent & Walk-In Medical Care DBA Nao Medical
(Company)

Priti Jain
(Signature of Authorized Representative)

Priti Jain CEO 4/16/2024
(Printed Name and Title of Authorized Representative) (Date)

516-695-79-43 516-938-1554
(Phone Number) (Fax Number)

priti@naomedical.com
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BHS2400000006

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)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5
- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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 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.

Statacare Urgent & Walk-In Medical Care DBA Nao Medical

Company

Authorized Signature

4/16/2024

Date

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Human Services, 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.

   NOTE: This solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of "Attachment 1: Federal Funds Addendum."

   NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: http://www.wvdhhr.org/pdfs/h1.5%20Utilization%20Report%20and%20EEO%20policy.pdf

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 "Contract Services" means the drug and alcohol testing services as more fully described in these specifications.

   2.2 "Pricing Page" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS upon which Vendor should list its proposed price for the Contract Services.

   2.3 "SAMHSA" means the Substance Abuse and Mental Health Services Administration, an agency of the United States Department of Health and Human Services.

   2.4 "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

   2.5 "Title 49 CFR Part 40" means the United States Department of Transportation Workplace Drug and Alcohol Testing Program Policy available at: http://www.dot.gov/odapc/NEW_DOCS/part40.html.

   2.6 "Medical Review Officer (MRO)" means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

2.7 **"ODCP"** means the Office of Drug Control Policy, created within the Department of Human Services (DoHS) under the general direction of the Cabinet Secretary and supervision of the State Health Officer to lead development of all programs and services related to the prevention, treatment, and reduction of substance use disorder

2.8 **"Transition Agents"** means individuals hired by the State of WV to perform the job duties outlined by the Jobs and Hope WV handbook, including but not limited to, drug screening referral and review.

2.9 **"Jobs and Hope WV"** means a beginning-to-end program established by the state of WV to remove barriers to education, training and employment.

2.10 **"Participants"** means individuals who have been referred to the Jobs and Hope WV Transition Agents and completed an intake who will be or are currently receiving services.

3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Prior to the award, Vendor must provide proof that it is a qualified drug and alcohol testing vendor with a minimum of five (5) years' experience in drug and alcohol testing.

4. **MANDATORY REQUIREMENTS:** Contract Services must meet or exceed the mandatory requirements listed below.

4.1 Selected Jobs and Hope WV Participant Drug and Alcohol Testing:

4.1.1 Vendor must begin services within 14-28 days of award.

4.1.2 Vendor must provide all forms, collection kits and miscellaneous supplies for the collection, transportation and analyses of urine specimens.

4.1.3 Vendor must comply with all applicable medical standards; federal, state and local government safety codes, laws and regulations relating to drug and alcohol testing available at: http://www.samhsa.gov/workplace/drug-testing.

4.1.4 Vendor must follow the US Department of Transportation collection protocols provided in 49 CFR Part 40.

4.1.5 Vendor must provide for the collection of specimens to meet the requirements of 49 CFR Part 40 with respect to conducting workplace drug and alcohol testing, for collecting and storing urine specimens, testing for drugs and alcohol, and ensuring confidentiality. The vendor may use a mobile collection vehicle, or off-site collection facilities, provided all conditions of privacy, confidentiality and chain of custody are met for all collection locations.

4.1.6 Vendor must provide scheduled service Monday through Friday, excluding West Virginia State Holidays. Locations must be open for a minimum of 4 hours between the hours of 7:00 AM ET and 5:00 PM ET Monday through Friday.

4.1.7 Vendor must arrive on location and be ready to conduct testing within two (2) hours of the request for testing. For Mobile Services, vendors must arrive on location and be ready to conduct testing within four (4) hours of the request for testing.

4.1.8 Vendor must ensure that collection site personnel will be trained in compliance with 49 CFR Part 40 which and shall be engaged in the business of providing the required controlled substances and alcohol testing.

4.1.9 It is preferred that the vendor have a collection site, or be able to subcontract with another testing facility to serve as a collection site, in every county.

4.1.9.1 The vendor, who is awarded a contract, is solely responsible for the satisfactory completion of the work. The prime vendor shall be responsible for ensuring that any subcontractors have all the necessary permits, certifications, experience and insurance to perform the work. All work performed by a subcontractor must be appropriately annotated on any submitted documentation. DoHS will consider the vendor to be the sole point of contact with regard to authorized work under the contract, however, this provision does not prohibit the DoHS from directly contacting subcontractors.

4.1.9.2 If awarded vendor subcontracts the services contained in this solicitation, subcontractor must comply with all mandatory specifications.

4.1.9.3 Payments issued in accordance with the requirements of this solicitation and the awarded contract shall be made to the contractual vendor. Under no circumstances will the state make payments to a subcontractor.

4.1.9.4 The vendor must make arrangements for the initial screening appointment to be observed by collection site personnel.

4.1.10 Vendor should provide a list of collection sites for residents of all 55 counties in WV with their bid. This information will be required prior to contract award.

4.1.10.1 DoHS must be made aware of any changes made to the subcontractor list during the life of the contract.

4.1.11 Vendor must provide for transportation for all specimens to the testing laboratory in accordance with 49 CFR Part 40.

4.1.12 Vendor must provide for testing of urine in compliance with 49 CFR Part 40. This includes necessary collection and identification supplies and transportation costs from the collection site to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. The split sample method of collection, handling, and storage is to be utilized. The split sample method is a collection in which the urine collected is divided into two separate specimen bottles, the primary specimen and the split specimen.

4.1.13 Vendor must utilize a laboratory that is certified by DoHS/SAMHSA (Department of Human Services). The laboratory shall test and store specimens (primary and split specimens) and have in place equipment that meets applicable regulations which can be found at http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf. Additionally, the laboratory shall have a quality control program in place that complies with 49 CFR Part 40.

4.1.14 Vendor must perform chemical analyses of urine specimens to determine whether the person from whom the specimen was taken has been using any of the drugs listed:

A. Amphetamines (amphetamine and methamphetamine)
B. Cocaine
C. Marijuana
D. Opiates (codeine and morphine)
E. Phencyclidines (PCP)
F. Barbiturates
G. Benzodiazepines
I. Expanded Opiates (oxycodone, hydromorphone, hydrocodone, oxymorphone)
J. Alcohol

4.1.15 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.

4.1.16 Vendor must provide confirmed test results, of both negative results and positive test results for nonprescription drugs are made available, in writing, to Transition Agents or his/her designee via confidential means, immediately upon confirmation by the MRO, but not later than 72 hours after receipt of the specimen by the laboratory. The vendor must inform the state agency contact if turnaround time for positive test result confirmation will exceed 72 hours.

4.1.17 Vendor must ensure that all laboratory records are maintained for the appropriate period of time to comply with 49 CFR Part 40 which can be found at http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf and that those records are provided, in written report format, to the Transition Agents upon written request within 120 hours.

4.1.18 Vendor must provide for an account manager (or designee) to be available during normal business hours (Monday through Friday

between 7:00 am EST and 5:00 pm EST excluding State Holidays) to answer questions and resolve problems.

4.1.19 Vendor must provide each Facility / Bureau / Office (as appropriate) with a written recapitulation of the testing program activity on a monthly basis and provide by US mail a comprehensive listing within ten (10) calendar days to each respective thirty (30) Community Services Managers.

4.1.20 Vendor must, upon written request, prepare a litigation package within 120 hours of the request. The litigation package will be provided to the DoHS's Bureau Community Service Manager or his/her designee via confidential means and will include copies of all chain of custody documents, batch specimen review sheets, data review files (graphic charts), resumes and credentials of all technicians involved in testing of specimens, laboratory testing reports to include the initial immunoassay screen and the confirmation gas chromatography/mass spectrometry test.

4.1.21 Vendor must provide within seven (7) calendar days, upon request, expert witness testimony regarding the accuracy of specific client/applicant testing should the results and subsequent actions be challenged by client/applicant.

4.1.21.1 Expert witness testimony includes a collection expert to testify in person in court to the procedures followed in collecting the client/applicant's specimen(s).

4.1.21.2 Expert witness testimony includes a laboratory expert to testify in person in court to the procedures followed in testing the client/applicant's specimen(s).

4.1.21.3 Expert witness testimony includes MRO expert to testify in person in court to the test results of the client/applicant's specimen(s).

4.1.22 Vendor must maintain records, documents and other files directly related to the performance of work under this agreement in accordance with 49 CFR Part 40 and accepted professional practice and appropriate accounting procedures.

4.1.22.1 Vender shall maintain records pertaining to the contract for five (5) years following the end of the contract period. Should there be any litigation or issues related to the contract vendor shall maintain the records for five (5) years following the termination of any litigation that has not terminated within the above five (5) year period.

4.1.23 Vendor must provide any or all records produced or held in execution of this agreement within 10 calendar days of written notice.

4.2 Department of Human Services Requirements

4.2.1 Upon contract award, DoHS's ODCP Assistant Director will provide a comprehensive list of Transition Agents from each Jobs and Hope WV Region authorized to request testing and receive results.

4.2.2 DoHS will not reimburse the vendor for initial set-up fee or for any renewal fees if the contract is renewed.

4.2.3 DoHS will not reimburse vendor for specimen adulteration assays.

4.2.4 DoHS will not reimburse vendor for handling of rejected specimens or those otherwise unfit for testing.

4.2.5 DoHS will not reimburse vendor for collection time. A collection is complete only after every client/applicant has met his/her testing obligations.

4.2.6 DoHS will reimburse the vendor a "no show" fee of the amount equal to the scheduled procedure in the event that vendor is called to a location for a scheduled collection/testing procedure and the client/applicant fails to appear for the collection/testing procedure after a reasonable waiting period of at least forty-five (45) minutes, provided that Vendor acquires written documentation from the authorized individual at the location or his/her designee.

5. CONTRACT AWARD:

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.

5.2 Pricing Page: Vendor must complete the pricing page by entering the unit price for each item/commodity line. Multiply that unit price by the quantity and place that result in the "total price" column. Add all the numbers in the "total price" column to get the Total Bid Amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. **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.**

If responding electronically through VSS, the Total Bid Amount is calculated by the system automatically; vendors should only need to enter a Unit Price for each line.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). If unable to respond online, Vendor must submit their Pricing Page with their submitted bid prior to the schedule bid opening date.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service website. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and total price for each line item.

If encountering issues with using wvOASIS to access the Pricing Page or other documentation, or with entering bid data electronically in general, bidders should contact the wvOASIS HelpDesk at (304) 558-6708, Toll Free (855) 666-8823

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. **PAYMENT:** Agency shall pay per test or other unit, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

The vendor shall submit monthly invoices, in arrears, to the DHHR according to usage for all services provided pursuant to the terms of the contract. Each invoice will contain

documentation to determine the dates, type of tests, location of test, and cost per test; hours of expert testimony; or training materials, as applicable. DoHS reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days from the date of receipt of any invoice deficiencies.

State law forbids payment of invoices prior to receipt of services.

Payments issued in accordance with the requirements of this solicitation and the awarded contract shall be made to the contractual vendor. Under no circumstances will the state make payments to a subcontractor.

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security 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: Wayland Benbow
Telephone Number: 203-314-5447
Fax Number: 516-938-1554
Email Address: benboww@naomedical.com

Attachment 1

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. **MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:** (2 C.F.R. § 200.321)

    a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

        (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
        (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
        (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
        (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
        (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
        (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

    b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. **DOMESTIC PREFERENCES:** (2 C.F.R. § 200.322)

    a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. **BREACH OF CONTRACT REMEDIES AND PENALTIES:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. **TERMINATION FOR CAUSE AND CONVENIENCE:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. **EQUAL EMPLOYMENT OPPORTUNITY:**
(2 C.F.R. § 200.327 and Appendix II)

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

6. **DAVIS-BACON WAGE RATES:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of $2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

(a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
(b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. **ANTI-KICKBACK ACT:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. **CLEAN AIR ACT**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds $150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. **DEBARMENT AND SUSPENSION**
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. **BYRD ANTI-LOBBYING AMENDMENT**
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

13. **PROCUREMENT OF RECOVERED MATERIALS**
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia	**Vendor Name:** Statcare Urgent & Walk-In Medical Care DBA Nao Medical
By: _____	**By:** Priti Jain
Printed Name: _____	**Printed Name:** Priti Jain
Title: _____	**Title:** CEO
Date: _____	**Date:** 4/16/2024

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.
W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

[X] – Not Applicable Because Contract Not for Construction

[ ] – Federal Prevailing Wage Determination on Next Page

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).

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.

AGREED:

Name of Agency: Statcare Urgent & Walk In Medical Care DBA Nao Medical

Name of Associate: _____

Signature: _____

Signature: _____

Title: CEO

Title: _____

Date: 4/16/2024

Date: _____

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY Of March 20 13
Patrick Morrisey
Attorney General
BY _____

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Priti Jain

Name of Agency: Statcare Urgent & Walk-In Medical Care DBA Nao Medical

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Any and all health information that can be tied to an individuals information.

CENTERS FOR MEDICARE & MEDICAID SERVICES

CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS

DRUGSCAN INC
200 PRECISION ROAD, SUITE 200
HORSHAM, PA 19044

CLIA ID NUMBER

39D0657655

EFFECTIVE DATE

11/26/2021

LABORATORY DIRECTOR

PHILIP POSTON Ph.D.

EXPIRATION DATE

11/25/2023

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.

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Monique Spruill

Monique Spruill, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

49 Certs2_102621

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)	EFFECTIVE DATE
VIROLOGY (140)	11/19/2020
URINALYSIS (320)	06/18/2021
TOXICOLOGY (340)	11/26/2013

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.

Certificate of Accreditation

SAMHSA

The Substance Abuse and Mental Health Services Administration

certifies that

DrugScan, Inc.

Horsham, PA

NLCP Laboratory Number: 0224

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

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

Frances M. Harding
Director
Center for Substance Abuse Prevention

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RC0214510	03-31-2023	$296

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,3, 3N,4,5	ANALYTICAL LAB	03-01-2022

LABORATORY CORPORATION
OF AMERICA HOLDINGS
1904 TW ALEXANDER DR
NTEI ABUDU, LAB DIRECTOR
DURHAM, NC 277090153

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RC0214510	03-31-2023	$296

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,3, 3N,4,5	ANALYTICAL LAB	03-01-2022

LABORATORY CORPORATION
OF AMERICA HOLDINGS
1904 TW ALEXANDER DR
NTEI ABUDU, LAB DIRECTOR
DURHAM, NC 277090153

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

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

02/28/2021

LABORATORY DIRECTOR

ARACELI O BORBON-REYES M.D.

EXPIRATION DATE

02/27/2023

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.

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Regina S. Van Brakle, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

155 Certs2_020221

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)	EFFECTIVE DATE
BACTERIOLOGY (110)	07/27/1995
MYCOBACTERIOLOGY (115)	07/27/1995
MYCOLOGY (120)	07/27/1995
PARASITOLOGY (130)	07/27/1995
VIROLOGY (140)	07/27/1995
SYPHILIS SEROLOGY (210)	07/27/1995
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

LAB CERTIFICATION (CODE)	EFFECTIVE DATE
ANTIBODY TRANSFUSION (520)	08/29/2008
ANTIBODY NON-TRANSFUSION (530)	07/27/1995
ANTIBODY IDENTIFICATION (540)	08/29/2008
HISTOPATHOLOGY (610)	11/16/1998
ORAL PATHOLOGY (620)	09/20/2011
CYTOLOGY (630)	11/16/1998

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.

Certificate of Accreditation

SAMHSA

The Substance Abuse and Mental Health Services Administration

certifies that

Laboratory Corporation of America Holding

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

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

Frances M. Harding
Director
Center for Substance Abuse Preve

New York State Department of Health

Clinical Laboratory Permit

PFI: 3208

CLIA: 31D0125232

Laboratory Corporation of America Holdings

69 First Avenue

Raritan NJ 08869

Director:
Liza P Jodry, M.D.

Owner:
Laboratory Corporation of America Holdings

is hereby authorized to perform laboratory procedures at the above location in the following categories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This permit shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Andrology
(limited to semen analysis)
Bacteriology
Cellular Immunology
Non-Malignant Leukocyte Immunophenotyping
Clinical Chemistry
Cytopathology
Gynecological Testing
Non-gynecological Testing
Diagnostic Immunology
Diagnostic Services Serology
Endocrinology
Hematology
Histopathology
General
Immunohematology
Mycobacteriology
Mycology
Parasitology
Toxicology
Blood Lead-Comprehensive
Clinical Toxicology-Comprehensive
Forensic Toxicology-Comprehensive
Ther. Sub. Mon./Quant. Tox.
Virology

Renewal
Effective Date: July 1, 2023
Expiration Date: June 30, 2024

Subject to Revocation
Permit Not Transferable

POST CONSPICUOUSLY

Serial: LAP 173099

OCCUPATIONAL TESTING SERVICE

CERTIFICATIONS / LICENSURES

MARCH 2022

1904 ALEXANDER DRIVE
RTP, NC 27709

Responsible Person (RP) –Shamesa Holderby

CERTIFICATIONS / LICENSURES

Certificate of Accreditation

SAMHSA

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

COLLEGE of AMERICAN PATHOLOGISTS

CERTIFICATE OF ACCREDITATION

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

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

The organization named above meets 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, 2023** to maintain accreditation.

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

Michael Bradley Datto, MD, PhD, FCAP
Chair, Accreditation Committee

Emily Volk, MD, FCAP
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

01/03/2022

LABORATORY DIRECTOR

NTEI ABUDU Ph.D.

EXPIRATION DATE

01/02/2024

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.

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Regina S. Van Brakle, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

49 Certs2_120721

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)	EFFECTIVE DATE	LAB CERTIFICATION (CODE)	EFFECTIVE DATE
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.

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RC0214510	03-31-2023	$296

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,3, 3N,4,5	ANALYTICAL LAB	03-01-2022

LABORATORY CORPORATION
OF AMERICA HOLDINGS
1904 TW ALEXANDER DR
NTEI ABUDU, LAB DIRECTOR
DURHAM, NC 277090153

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

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CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RC0214510	03-31-2023	$296

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,3, 3N,4,5	ANALYTICAL LAB	03-01-2022

LABORATORY CORPORATION
OF AMERICA HOLDINGS
1904 TW ALEXANDER DR
NTEI ABUDU, LAB DIRECTOR
DURHAM, NC 277090153

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

View current license information at: Floridahealthfinder.gov

State of Florida

AGENCY FOR HEALTH CARE ADMINISTRATION
DIVISION OF HEALTH QUALITY ASSURANCE

Forensic Toxicology Laboratory

This is to confirm that LABORATORY CORPORATION OF AMERICA HOLDINGS has complied with the rules and re
State of Florida, Agency for Health Care Administration, and authorized in Chapter 112, Florida Statutes, and is autho
following:

LABORATORY CORPORATION OF AMERICA HOLDINGS
1904 Tw Alexander Dr
Rtp, NC 27709-0153

Using the following specimen types: Blood, Urine

EFFECTIVE DATE: 12/30/2021

EXPIRATION DATE: 12/29/2023

Simone Marstiller, Secretary
Agency for Health Care Adr

New York State Department of Health

PFI: 3747

Clinical Laboratory Permit

CLIA: 34D

Laboratory Corporation of America Holdings
1904 T W Alexander Dr
Research Triangle Pk NC 27709

Director:
Ntei Abudu, Ph.D.

Owner:
Laboratory Corporation of Am

is hereby authorized to perform laboratory procedures at the above location in the follo
categories in accordance with Article 5, Title V, Section 575 of the Public Health Law.
permit shall become void upon a change in the director, owner or location of the labora
and an application for a new permit shall be made to the Department.

Clinical Chemistry
(limited to specimen validity for drug testing)
Toxicology
Clinical Toxicology-Comprehensive
Forensic Toxicology-Comprehensive

Renewal
Effective Date: July 1, 2021
Expiration Date: June 30, 2022

Subject to Revoc
Permit Not Tran

POST CONSPICUOUSLY

Ser

DAVID Y. IGE
GOVERNOR OF HAWAII

ELIZABETH A. CHAR, M.D.
DIRECTOR OF HEALTH

STATE OF HAWAII
DEPARTMENT OF HEALTH
STATE LABORATORIES DIVISION
2725 WAIMANO HOME ROAD
PEARL CITY, HAWAII 96782-1496

In reply, please refer to:
File: EHASB/ / SAT

July 20, 2021

Ntei Abudu, Ph.D.
Laboratory Corporation of America
1904 T.W. Alexander Dr.
Research Triangle Park, NC 27709

Dear Dr. Abudu:

I am pleased to inform you that Laboratory Corporation of America located at 1904 T.W. Alexander Dr., Research Triangle Park, NC 27709 is approved to do the following substance abuse testing of samples from the State of Hawaii:

1. Screening: Marijuana, Cocaine, Amphetamines, Opiates, Phencyclidine, Barbiturates, Methaqualone, Benzodiazepines, Propoxyphene, Methadone, and Alcohol.

2. Confirmation: Marijuana, Cocaine, Amphetamines, Opiates, Phencyclidine, Barbiturates, Methaqualone, Benzodiazepines, Propoxyphene, and Methadone.

The effective date is July 1, 2021, and the approval is valid until June 30, 2022, subject to the following stipulations:

1. Your laboratory remains certified by SAMHSA, U.S. Department of Health and Human Services;

2. Your laboratory uses the same methodologies for samples from Hawaii, as used for SAMHSA samples; and,

3. Your laboratory follows Hawaii Administrative Rules 11-113, "Substance Abuse Testing by Laboratories" for testing samples from Hawaii, including the listed cut-off levels.

Sincerely,

Edward P. Desmond

Edward P. Desmond, Ph.D., D(ABMM)
State Laboratories Division Administrator

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner

Maine Department of Health and Human Services
Maine Center for Disease Control and Prevention
11 State House Station
286 Water Street
Augusta, Maine 04333-0011
Tel; (207) 287-8016; Fax (207) 287-9058
TTY: Dial 711 (Maine Relay)

January 10, 2022

Ntei Abudu, Ph.D.
Laboratory Corporation of America Holdings
1904 T.W. Alexander Drive
Research Triangle Park, North Carolina 27709

Dear D. Abudu:

I am pleased to report to you that Laboratory Corporation of America Holdings in Research Triangle Park, North Carolina has been relicensed by the Maine Department of Health and Human Services as a **Substance Abuse Testing Laboratory** effective 01/10/2022. This license qualifies Laboratory Corporation of America Holdings to perform workplace substance of abuse testing under the provisions of Title 26, MRSA, sub-chapter III-A.

This license is subject to annual renewal and requires satisfactory performance in proficiency testing as defined in regulations in the above-mentioned law. Be advised, this department must be notified of any changes in personnel, particularly the Director and Certifying Officer(s).

Under such time as a license form is printed and issued to you, this letter will serve to demonstrate your status as a licensed testing facility under Maine law.

Please feel free to contact this office should you have any questions.

Sincerely,

Jennifer L. Jamison

Jennifer L. Jamison, Acting Operations Manager
Health & Environmental Testing Laboratory

License # SA002

MARYLAND
DEPARTMENT OF HEALTH
OFFICE OF HEALTH CARE QUALITY

LABORATORIES AND TISSUE BANKS
7120 SAMUEL MORSE DRIVE FL 2
COLUMBIA, MARYLAND 21046-3422

MEDICAL LABORATORY PERMIT

NON - EXPIRING

NUMBER: 444 EFFECTIVE DATE: 08/14/2019

Pursuant to the provisions of TITLE 17, subtitle 2, Health-General Article § 17-201 et seq., Annotated Code of Maryland, this permit is issued to:

LABORATORY CORPORATION OF AMERICA
1904 T W ALEXANDER DRIVE
DURHAM, NC 27709

Director: NTEI ABUDU

Owner: LABORATORY CORPORATION OF AMERICA HOLDINGS

For the performance of Medical Laboratory Tests in the following disciplines:

Forensic Toxicology:
Toxicology: Job Related

Chemistry:
Toxicology: Drugs of Abuse

CONTROL: **76900**

Patricia Tomsko May MD

Director

Falsification of a license shall subject the perpetrator to criminal prosecution and the imposition of civil fines.

STATE OF OKLAHOMA

Oklahoma State Department of Health

This is to certify that

Laboratory Corporation of America Holdings

Is Hereby Licensed to Conduct and Maintain a

Workplace Drug and Alcohol Testing Facility

Under the Name of

Laboratory Corporation of America Holdings

Located At:

1904 T.W. Alexander Drive

Research Triangle Park, NC 27709

Effective Date: 05/01/2021 Expiration Date: 04/30/2022

☑ Initial Drug Screening

☑ Urine ☐ Hair ☐ Saliva ☐ Blood

☑ Confirmatory Drug Testing

☑ Initial Alcohol Screening

☐ Breath ☐ Blood ☐ Saliva ☑ Urine

☑ Confirmatory Alcohol Testing

This license is issued pursuant to the provisions of the Oklahoma Statutes and of the rules and regulations adopted by the State Board of Health. It is issued only for the premises named above and is not transferable or assignable.

License No. 8031

Licensuer Official

Colonel Lance T. Frye, M.D.
Interim Commissioner

CLINICAL LABORATORY PERM

pennsylvania
DEPARTMENT OF HEALTH

Pursuant to the act of September 26, 1951, P.L. 1539 as amended, a Permit to operate a Clinical Laboratory

Laboratory Identification Number: 20512A

Name and Director of Laboratory:

LABCORP OCCUPATIONAL TESTING SER
NTEI ABUDU, PH.D.
1904 ALEXANDER DRIVE PO BOX 12652
RESEARCH TRIANGLE PARK, NC 27709

Owner:

LAB CORP OF AMERICA HOLDINGS

ISSUE DATE: August 15, 2021

DATE EXPIRES: August 15, 2022

AUTHORIZED CATEGORIES/TESTS:
CLINICAL CHEMISTRY
TOXICOLOGY - DRUGS URINE CONFIRMATORY
TOXICOLOGY - DRUGS URINE SCREENING

Allison V. Beam

Allison V. Beam
Acting Secretary of Health

DISPLAY THIS CERTIFICATE PROMINENTLY
This permit is subject to revocation, suspension, or limitation for violation of the Act or the Regulations promulgated thereun

State of Rhode Island and Providence Plantations
DEPARTMENT OF HEALTH
Center for Health Facilities Regulation

This is to certify that ***LABCORP OCCUPATIONAL TESTING SERVICES INC 1904 T.W. ALE***
RESEARCH TRIANGLE PARK NC 27709
License Number: ***LCO00246***

is hereby authorized to conduct and maintain an Out of State Clinical Laboratory in conformity with RIG standards, rules and regulations prescribed thereunder. This license is subject to biennial renewal unless revoked for cause. The name on this license is the common name under which the licensee does business a legal license holder. Please call (401) 222-2566 for more information.

APPROVED SPECIALTY (IES)

CHEMISTRY, Toxicology,

Jennifer Olsen Armstrong

Jennifer Olsen-Armstrong
Chief, Center for Health Facilities Regulation

Nicole Ale

Expires: 12/30/2021
License Owner: *LABORATORY CORPORATION OF AMERICA HOLDINGS*

VERMONT

DEPARTMENT OF HEALTH

State of Vermont Department of Healt

The Vermont Department of Health has designated

Laboratory Corporation of America Holdin
Research Triangle Park, NC

to analyze the body fluids or materials listed below for drugs, in acc
with 21 V.S.A. Chapter 5, Subchapter 11, §514-16, 518, 520
for a period of one year from the date shown below.

URINE

Commissioner of Health

January 1, 2(
Date of Approval

CLINICAL AND PUBLIC HEALTH LABORATORY LICENSE

In accordance with the provisions of Chapter 3, Division 2 of the Business and Professions Code, the persons named below are hereby issued a license authorizing operation of a clinical laboratory at the indicated address

LABORATORY CORPORATION OF AMERICA

1904 T.W. ALEXANDER DRIVE,
RESEARCH TRIANGLE PARK, NC 27709

STATE ID: CDS-00800256
SCAN QR CODE TO VERIFY LICENSE
OR VISIT: www.cdph.ca.gov/LFS

EFFECTIVE DATE: 01/01/2022

EXPIRATION DATE: 12/31/2022

LICENSE TYPE:
CLINICAL LABORATORY

CLIA ID: 34D0877242

OWNER/S:
LABORATORY CORPORATION OF AMERICA

DIRECTOR/S:
ABUDU, NTEI

DISPLAY: State law requires that the clinical laboratory license shall be conspicuously posted in the clinical laboratory.

CHANGE OF LABORATORY NAME, DIRECTOR, OWNER AND/OR ADDRESS:
State law requires that the laboratory owner and/or the director notify this office within 30 days of any change in ownership, name, location, or
If this office is not notified, your license may be revoked 30 days after major Owner and/or Director change.
If your license is revoked, you must cease engaging in clinical laboratory practice and apply for a new laboratory license.
To make these changes or to submit a new application, visit our website: https://www.cdph.ca.gov/LFS *(Go to Laboratory Facil*

CERTIFICATE OF DEEME

Robert J. Thomas

ROBERT J. THOMAS
BRANCH CHIEF
LABORATORY FIELD SERVICES

LAB CERT 300 (01-2020)

ugs of Abuse Certificate

NSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

s laboratory has been found to be in substantial compliance with all parts of KAR 28-33-12, and is approved to perform Drugs of Abuse testing in the State of Kansas.

Laboratory Corporation of America Holdings
1904 T.W. Alexander Drive
Research Triangle Park, NC 27709

ctive Date: 09/01/2021

Expiration Date: 08/31/2023

Carissa Robertson, M(ASCP)^{cm} Quality & Certification Section Chief
Kansas Health and Environmental Laboratories

69 FIRST AVENUE (1 ROCHE DR) RARITAN, NJ 08869

Responsible Person (RP) – Ajai Saini

CERTIFICATIONS / LICENSURES

Certificate of Accreditation

Substance Abuse and Mental Health Services Administration
SAMHSA
www.samhsa.gov • 1-877-SAMHSA-7 (1-877-726-4727)

The Substance Abuse and Mental Health
Services Administration
certifies that

Laboratory Corporation of America Holding

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

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

Frances M. Harding
Director
Center for Substance Abuse Preve

of AMERICAN
GISTS

ATHOLOGISTS

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, 2022 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

02/28/2021

LABORATORY DIRECTOR

ARACELI O BORBON-REYES M.D.

EXPIRATION DATE

02/27/2023

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.

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Regina S. Van Brakle, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

155 Certs2_020221

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)	EFFECTIVE DATE
BACTERIOLOGY (110)	07/27/1995
MYCOBACTERIOLOGY (115)	07/27/1995
MYCOLOGY (120)	07/27/1995
PARASITOLOGY (130)	07/27/1995
VIROLOGY (140)	07/27/1995
SYPHILIS SEROLOGY (210)	07/27/1995
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

LAB CERTIFICATION (CODE)	EFFECTIVE DATE
ANTIBODY TRANSFUSION (520)	08/29/2008
ANTIBODY NON-TRANSFUSION (530)	07/27/1995
ANTIBODY IDENTIFICATION (540)	08/29/2008
HISTOPATHOLOGY (610)	11/16/1998
ORAL PATHOLOGY (620)	09/20/2011
CYTOLOGY (630)	11/16/1998

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.

Accredited Laboratory

A2LA has accredited

ORATORY CORPORATION OF AMERICA

Raritan, NJ

for technical competence in the field of

Clinical

This laboratory is accredited in accordance with the recognized International ndard ISO 15189:2012 *Medical laboratories - Requirements for quality and competence*. This ation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (*refer to joint IAF-ILAC-ISO Communiqué dated January 2015*).

Presented this 19th day of March 2021.

Vice President, Accreditation Services
For the Accreditation Council
Certificate Number 4119.01
Valid to January 31, 2023

the tests to which this accreditation applies, please refer to the laboratory's «field» Scope of Accreditation.

NEW JERSEY DEPARTMENT OF HEALTH
DIVISION OF PUBLIC HEALTH & ENVIRONMENTAL LABORATORIES

CLINICAL LABORATORY IMPROVEMENT SERVICES

CLINICAL LABORATORY LICENSE

LABORATORY CORPORATION OF AMERICA

69 FIRST AVE
RARITAN, NJ 08869

CLIS ID #:
S/N #:
EFFECTIVE DA
EXPIRATION

The above, pursuant to Chapter 166, P.L. of 1975, is hereby authorized to perform the below indicated services:

BACTERIOLOGY

CHEMISTRY

CYTOLOGY

DIAGNOSTIC IMMUNOLOGY (Syphilis Serology)

ENDOCRINOLOGY

HEMATOLOGY

IMMUNOHEMATOLOGY (ABO Group, D (Rh) Typing)

MYCOBACTERIOLOGY (Class III: Complete ID of TB Complex Only)

MYCOLOGY (Class IV: Complete ID, Other than Yeast)

PARASITOLOGY

TOXICOLOGY/TDM

URINALYSIS

VIROLOGY

The laboratory is only authorized to perform the individual tests within the above specialties as registered with the Department as of the e
This license must be conspicuously displayed in the laboratory. License is not transferable.

New York State Department of Health

PFI: 3208

Clinical Laboratory Permit

CLIA: 31D

Laboratory Corporation of America Holdings
69 First Avenue
Raritan NJ 08869

Director:
Araceli Borbon-Reyes, M.D.

Owner:
Laboratory Corporation of Ame

is hereby authorized to perform laboratory procedures at the above location in the follo
categories in accordance with Article 5, Title V, Section 575 of the Public Health Law.
permit shall become void upon a change in the director, owner or location of the labora
and an application for a new permit shall be made to the Department.

Andrology
(limited to semen analysis)
Bacteriology
Cellular Immunology
Non-Malignant Leukocyte Immunophenotyping
Clinical Chemistry
Cytopathology
Gynecological Testing
Non-gynecological Testing
Diagnostic Immunology
Diagnostic Services Serology
Endocrinology
Hematology
Histopathology
General
Immunohematology
Mycobacteriology
Mycology
Oncology
Soluble Tumor Mark
Parasitology
Toxicology
Blood Lead-Compre
Clinical Toxicology-
Forensic Toxicology
Ther. Sub. Mon./Qua
Virology

Renewal
Effective Date: July 1, 2021
Expiration Date: June 30, 2022

Subject to Revoc
Permit Not Tran

POST CONSPICUOUSLY

Ser

MARYLAND
DEPARTMENT OF HEALTH
OFFICE OF HEALTH CARE QUALITY

LABORATORIES AND TISSUE BANKS
55 WADE AVE BLAND BRYANT BLDG
CATONSVILLE, MD 21228-4663

MEDICAL LABORATORY PERMIT

NON - EXPIRING

NUMBER: 474 EFFECTIVE DATE: 07/01/2018

Pursuant to the provisions of TITLE 17, subtitle 2, Health-General Article § 17-201 et seq., Annotated Code of Maryland, this permit is issued to:

LABORATORY CORPORATION OF AMERICA
69 First Avenue
RARITAN, NJ 08869

Director: ARACELI BORBON-REYES
Owner: LABORATORY CORPORATION OF AMERICA HOLDINGS

For the performance of Medical Laboratory Tests in the following disciplines:

Microbiology:
Bacteriology, Mycobacteriology, Mycology, Parasitology, Virology

Forensic Toxicology:
Toxicology: Job Related

Immunology:
General Immunology, Syphilis Serology

Chemistry:
Endocrinology, Routine, Toxicology: Drugs of Abuse, Toxicology: Heavy Metals, Toxicology: Therapeutic

Hematology:
Coagulation, Routine

Immunohematology/Blood Bank:
ABO/Rh, Antibody Detection, Antibody Identification

CONTROL: **71316**

Patricia Tomoko May, MD
Director

Falsification of a license shall subject the perpetrator to criminal prosecution and the impostition of civil fines.

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner

Maine Department of Health and Human Services
Maine Center for Disease Control and Prevention
11 State House Station
286 Water Street
Augusta, Maine 04333-0011
Tel; (207) 287-8016; Fax (207) 287-9058
TTY: Dial 711 (Maine Relay)

March 15, 2021

Araceli Borbon-Reyes, MD
Laboratory Corporation of America Holdings
69 First Avenue
Raritan, New Jersey 08869

Dear Dr. Borbon-Reyes:

I am pleased to report to you that **Laboratory Corporation of America Holdings** has been relicensed by the Maine Department of Human Services as a **Substance Abuse Testing Laboratory** effective 03/12/2021. This license qualifies Laboratory Corporation of America Holdings to perform workplace substance of abuse testing under the provisions of Title 26, MRSA, sub-chapter III-A.

This license is subject to renewal annually, and is subject to satisfactory performance in proficiency testing as defined in regulations under the above-mentioned law. Certified copies of the proficiency test reports must be filed with this office within ten days of receipt. This department must also be notified of any changes in personnel, particularly the Director and Certifying Officer(s).

Under such time as a license form is printed and issued to you, this letter will serve to demonstrate your status under Maine law.

Please feel free to contact this office should you have any questions.

Sincerely,

Kenneth G. Pote, PhD
Chief, Lab Operations
Health & Environmental Testing Laboratory

License # SA113

Cc Christopher P. Montagna
Labor Standards

CLINICAL LABORATORY PERM

pennsylvania
DEPARTMENT OF HEALTH

Pursuant to the act of September 26, 1951, P.L. 1539 as amended, a Permit to operate a Clinical Laboratory

Laboratory Identification Number: 01088A

Name and Director of Laboratory:

LABCORP OF AMERICA HOLDINGS
ARACELI O BORBON REYES, M.D.
69 FIRST AVENUE PO BOX 500
RARITAN, NJ 08869

Owner:

LABCORP OF AMERICA HOLDINGS

ISSUE DATE: August 15, 2021

DATE EXPIRES: August 15, 2022

AUTHORIZED CATEGORIES/TESTS:

BACTERIOLOGY
CLINICAL CHEMISTRY
EXFOLIATIVE CYTOLOGY
HEMATOLOGY
IMMUNOHEMATOLOGY
MYCOLOGY
NON-SYPHILIS SEROLOGY
PARASITOLOGY
SYPHILIS SEROLOGY
TISSUE PATHOLOGY
TOXICOLOGY - ALCOHOL BLOOD
TOXICOLOGY - ALCOHOL SERUM / PLASMA
TOXICOLOGY - BLOOD LEAD
TOXICOLOGY - DRUGS URINE CONFIRMATORY
TOXICOLOGY - DRUGS URINE SCREENING
TOXICOLOGY - ERYTHROCYTE PROTOPORPHYRIN
URINALYSIS
VIROLOGY
COVID-19

Allison V. Beam

Allison V. Beam
Secretary of Health

DISPLAY THIS CERTIFICATE PROMINENTLY
This permit is subject to revocation, suspension, or limitation for violation of the Act or the Regulations promulgated thereun

State of Rhode Island and Providence Plantations
DEPARTMENT OF HEALTH
Center for Health Facilities Regulation

LABORATORY CORPORATION OF AMERICA 469 FIRST AVENUE ATTN: QA DEPT
RARITAN NJ 08869
License Number: *LCO00186*

ed to conduct and maintain an Out of State Clinical Laboratory in conformity with RIGL C23-16.2 and the d regulations prescribed thereunder. This license is subject to biennial renewal unless sooner suspended or he name on this license is the common name under which the licensee does business and may not reflect the legal license holder. Please call (401) 222-2566 for more information.

APPROVED SPECIALTY (IES)

,Mycobacteriology, Mycology, Parasitology, Virology, DIAGNOSTIC IMMUNOLOGY, Syphilis Serology, General Immunology, ry, Urinalysis, Endocrinology, Toxicology, HEMATOLOGY,
O Group/Rh Type, Antibody Det. Non-Transfusion, Antibody Ident., PATHOLOGY, Histopathology, Oral Pathology, Cytology,

strong

Nicole Alexander-Scott, MD, MPH
Director of Health

cilities Regulation

Issued: 06/10/1999

RATORY CORP OF AMERICA HOLDINGS/DBA LABORATORY

State of Rhode Island
Department of Health

LABORATORY CORPORATION OF AMERICA 4

Address Information

69 FIRST AVENUE
ATTN: QA DEPT
RARITAN NJ 08869

License Information

License No:	LCO00186	**Profession:**	Laboratory	**License Type:**	Clinical Laboratory - Out-of-State
License Status:	Active	**Issue Date:**	6/10/1999	**Expiration Date:**	12/30/2023
Secondary License Type:					

Specialty Information

No Specialty Information

Disciplinary Action

Disclaimer: The individual license information on the Licensee Lookup displays only the current license status (e.g., Active, Active Proba
the disciplinary history of any individual licensee, please click on the link for the specific profession and then on the Disciplinary Actions li
professional board's webpage.

See Board Disciplinary Listings at http://www.health.ri.gov/lists/disciplinaryactions

CLOSE THIS WINDOW TO RETURN TO THE SEARCH RESULTS.

VERMONT
RTMENT OF HEALTH

State of Vermont Department of Health

The Vermont Department of Health has designated

Laboratory Corporation of America Holdings
Raritan, NJ

lyze the body fluids or materials listed below for drugs, in accordance with 21 V.S.A. Chapter 5, Subchapter 11, §514-16, 518, 520, for a period of one year from the date shown below.

URINE

January 1, 2021
Date of Approval

7207 N. GESSNER
HOUSTON, TX 77040

Responsible Person (RP) – Andrew Collins

CERTIFICATIONS / LICENSURES

Certificate of Accreditation

SAMHSA

The Substance Abuse and Mental Health
Services Administration
certifies that

aboratory 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, J.D.
Administrator
se and Mental Health Services Administration

Frances M. Harding
Director
Center for Substance Abuse Prevention

COLLEGE of AMERICAN PATHOLOGISTS

CERTIFICATE OF ACCREDITATION

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

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

The organization named above meets 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, 2022 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

02/09/2021

LABORATORY DIRECTOR

KYLE L ESKUE M.D.

EXPIRATION DATE

02/08/2023

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.

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Amy M. Zale, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

670 certs2_011221

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)	EFFECTIVE DATE
BACTERIOLOGY (110)	07/27/1995
MYCOLOGY (120)	07/27/1995
PARASITOLOGY (130)	07/27/1995
VIROLOGY (140)	07/27/1995
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

LAB CERTIFICATION (CODE)	EFFECTIVE DATE
HISTOPATHOLOGY (610)	07/27/1995
ORAL PATHOLOGY (620)	07/27/1995
CYTOLOGY (630)	06/13/2003

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.

of AMERICAN
GISTS

39
D
ED
ATHOLOGISTS

Houston

The College of American Pathologists accredits

Laboratory Corporation of America - Houston
Houston, Texas

in accordance with the recognized International Standard ISO15189:2012, Medical Laboratories – Requirements for quality and competence. This accreditation demonstrates competence for a defined scope and the operation of a laboratory quality management system.

Effective November 7, 2019

Gaurav Sharma MD, FCAP
Chair, CAP 15189 Committee

Expires November 7, 2022

Patrick Godbey, MD, FCAP
CAP President

The scope of this accreditation includes Quality Management System and the disciplines of Anatomic Pathology, Chemistry, Cytopathology, Flow Cytometry, Hematology, Immunology, Microbiology, Toxicology, and Urinalysis.

ISO 15189
CAP
ACCREDITED

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RR0162672	03-31-2022	$296

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,2N, 3,3N,4,5	ANALYTICAL LAB	03-15-2021

LABORATORY CORPORATION OF
AMERICA HOLDINGS
7207 GESSNER RD
HOUSTON, TX 770403143

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RR0162672	03-31-2022	$296

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,2N, 3,3N,4,5	ANALYTICAL LAB	03-15-2021

LABORATORY CORPORATION OF
AMERICA HOLDINGS
7207 GESSNER RD
HOUSTON, TX 770403143

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

STATE OF OKLAHOMA

Oklahoma State Department of Health

This is to certify that

Laboratory Corporation of America

Is Hereby Licensed to Conduct and Maintain a

Workplace Drug and Alcohol Testing Facility

Under the Name of

Laboratory Corporation of America

Located At:

7207 North Gessner Rd

Houston, TX 77040

Effective Date: 01/01/2022 Expiration Date: 12/31/2022

☑ Initial Drug Screening

☑ Urine ☐ Hair ☐ Saliva ☐ Blood

☑ Confirmatory Drug Testing

☑ Initial Alcohol Screening

☐ Breath ☑ Blood ☐ Saliva ☐ Urine

☑ Confirmatory Alcohol Testing

This license is issued pursuant to the provisions of the Oklahoma Statutes and of the rules and regulations adopted by the State Board of Health. It is issued only for the premises named above and is not transferable or assignable.

License No. 8377

Licensuer Official

Keith Reed, MPH, CPH
Interim Commissioner of Health

ugs of Abuse Certificate

NSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

s laboratory has been found to be in substantial compliance with all parts of KAR 28-33-12, and is approved to perform Drugs of Abuse testing in the State of Kansas.

Laboratory Corporation of America
7207 N Gessner Dr.
Houston, TX 77040-3143

ctive Date: 08/01/2021 Expiration Date: 07/31/2023

Carissa Robertson, M(ASCP)^{cm} Quality & Certification Section Chief
Kansas Health and Environmental Laboratories

1120 MAIN STREET
SOUTHAVEN, MS 38671

Responsible Person (RP) – Lance Presley, Ph.D
David St John

CERTIFICATIONS / LICENSURES

cate of Accreditation

Substance Abuse and Mental Health Services Administration
SAMHSA
www.samhsa.gov • 1-877-SAMHSA-7 (1-877-726-4727)

he Substance Abuse and Mental Health Services Administration

certifies that

Corporation of America Holdings

Southaven, MS

NLCP Laboratory Number: 0249

has successfully completed the requirements
oratory Certification Program for urine laboratories in accordance
tory Guidelines for Federal Workplace Drug Testing Programs.

Effective December 27, 1989

istration

DEPARTMENT OF HEALTH & HUMAN SERVICES · USA

Frances M. Harding

Frances M. Harding
Director
Center for Substance Abuse Prevention

E of AMERICAN
OGISTS

FICATE OF ACCREDITATION

ory Corporation of America Holdings
OTS Southaven
en, Mississippi
Presley, PhD

4185502
39
25D0984103

amed above meets all applicable standards for accreditation and is hereby accredited by the
n Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to **July 22,**
creditation.

not automatically survive a change in director, ownership, or location and assumes that all
s are met.

tto, MD, PhD, FCAP
Committee

Patrick Godbey, MD, FCAP
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
05/08/2021

LABORATORY DIRECTOR
LANCE C PRESLEY Ph.D.

EXPIRATION DATE
05/07/2023

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 [redacted] 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.

Monique Spruill

Monique Spruill, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

116 Certs2_101221

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)	EFFECTIVE DATE	LAB CERTIFICATION (CODE)	EFFECTIVE DATE
TOXICOLOGY (340)	09/24/2003		

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

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.

View current license information at: Floridahealthfinder.gov

State of Florida

AGENCY FOR HEALTH CARE ADMINISTRATION
DIVISION OF HEALTH QUALITY ASSURANCE

Forensic Toxicology Laboratory

This is to confirm that LABORATORY CORPORATION OF AMERICA HOLDINGS has complied has complied with t
adopted by the State of Florida, Agency for Health Care Administration, and authorized in Chapter 112, Florida Statutes
operate the following:

LABORATORY CORPORATION OF AMERICA HOLDINGS
1120 Main St
Southaven, MS 38671

Using the following specimen types: Blood, Urine

EFFECTIVE DATE: 09/23/2021

EXPIRATION DATE: 09/22/2023

Simone Marstiller, Secretary
Agency for Health Care Adı

New York State Department of Health

Clinical Laboratory Permit

: 4125

CLIA: 25D0984103

LabCorp Southaven
1120 Main St
Southaven MS 38671

sley, Ph.D.

Owner:
Laboratory Corporation of America Holdings

by authorized to perform laboratory procedures at the above location in the following ories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Clinical Chemistry
(limited to specimen validity for drug testing)
Toxicology
Clinical Toxicology-Comprehensive
Forensic Toxicology-Comprehensive

ate: July 1, 2021
Date: June 30, 2022

Subject to Revocation
Permit Not Transferable

POST CONSPICUOUSLY

Serial: LAP 143706

CLINICAL LABORATORY PERM

pennsylvania
DEPARTMENT OF HEALTH

Pursuant to the act of September 26, 1951, P.L. 1539 as amended, a Permit to operate a Clinical Laboratory

Laboratory Identification Number: 21306A

Name and Director of Laboratory:

LAB CORP OCCUPATIONAL TEST SRVCS
IRENE SHU, PHD, PH.D.
1120 STATELINE ROAD WEST
SOUTHAVEN, MS 38671

Owner:

LAB CORP OF AMERICA HOLDINGS INC

ISSUE DATE: August 15, 2021

DATE EXPIRES: August 15, 2022

AUTHORIZED CATEGORIES/TESTS:
CLINICAL CHEMISTRY
TOXICOLOGY - DRUGS URINE CONFIRMATORY
TOXICOLOGY - DRUGS URINE SCREENING

Allison V. Beam

Allison V. Beam
Acting Secretary of Health

DISPLAY THIS CERTIFICATE PROMINENTLY
This permit is subject to revocation, suspension, or limitation for violation of the Act or the Regulations promulgated thereun

ugs of Abuse Certificate

NSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

s laboratory has been found to be in substantial compliance with all parts of KAR 28-33-12, and is approved to perform Drugs of Abuse testing in the State of Kansas.

aboratory Corporation of America Holdings Inc.
1120 Main Street
Southaven, MS 38671

ctive Date: 08/01/2021 Expiration Date: 07/31/2023

Carissa Robertson, M(ASCP)^{cm} Quality & Certification Section Chief
Kansas Health and Environmental Laboratories

402 WEST COUNTY ROAD D
SAINT PAUL, MN 55112

Responsible Person (RP) – Jennifer Collins, Ph.D
Jennifer Colby, Ph.D

CERTIFICATIONS / LICENSURES

Certificate of Accreditation

Substance Abuse and Mental Health Services Administration
SAMHSA
www.samhsa.gov • 1-877-SAMHSA-7 (1-877-726-4727)

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

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

DEPARTMENT OF HEALTH & HUMAN SERVICES • USA

Frances M. Harding
Director
Center for Substance Abuse Prevention

E of AMERICAN
OGISTS

IFICATE OF ACCREDITATION

Laboratories Inc
boratory
ul, Minnesota
Walker, PharmD, DABCC, MT(AS

3039201
54
: 24D0665278

amed above meets all applicable standards for accreditation and is hereby accredited by the
an Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to February
n accreditation.

not automatically survive a change in director, ownership, or location and assumes that all
ts are met.

atto, MD, PhD, FCAP
n Committee

Patrick Godbey, MD, FCAP
President, College of American Pathologists

COLLEGE of AMERICAN PATHOLOGISTS

CERTIFICATE OF ACCREDITATION

MEDTOX Laboratories, Inc
Forensic Drug Testing
Saint Paul, Minnesota
Jennifer Colby, PhD, DABCC

CAP Number: 3039202
AU-ID: 1192042

The organization named above meets 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, 2023 to maintain accreditation.

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

Michael Bradley Datto, MD, PhD, FCAP
Chair, Accreditation Committee

Patrick Godbey, MD, FCAP
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

08/03/2021

LABORATORY DIRECTOR

KARLA J WALKER P.A.

EXPIRATION DATE

08/02/2023

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.

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Monique Spruill

Monique Spruill, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

158 Certs2_070621

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)	EFFECTIVE DATE
GENERAL IMMUNOLOGY (220)	10/13/2000
ROUTINE CHEMISTRY (310)	08/03/1999
TOXICOLOGY (340)	04/03/2003
HEMATOLOGY (400)	08/03/1999

LAB CERTIFICATION (CODE)	EFFECTIVE DATE

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

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.

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
PM0235780	01-31-2023	$296

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,2N, 3,3N,4,5	ANALYTICAL LAB	12-10-2021

MEDTOX LABORATORIES INC
LABCORP SPECIALTY TESTING GROUP
402 COUNTY ROAD D W
SAINT PAUL, MN 551123522

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
PM0235780	01-31-2023	$296

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,2N, 3,3N,4,5	ANALYTICAL LAB	12-10-2021

MEDTOX LABORATORIES INC
LABCORP SPECIALTY TESTING GROUP
402 COUNTY ROAD D W
SAINT PAUL, MN 551123522

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RC0214510	03-31-2023	$296

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,3, 3N,4,5	ANALYTICAL LAB	03-01-2022

LABORATORY CORPORATION
OF AMERICA HOLDINGS
1904 TW ALEXANDER DR
NTEI ABUDU, LAB DIRECTOR
DURHAM, NC 277090153

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RC0214510	03-31-2023	$296

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,3, 3N,4,5	ANALYTICAL LAB	03-01-2022

LABORATORY CORPORATION
OF AMERICA HOLDINGS
1904 TW ALEXANDER DR
NTEI ABUDU, LAB DIRECTOR
DURHAM, NC 277090153

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

View current license information at: Floridahealthfinder.gov

State of Florida

AGENCY FOR HEALTH CARE ADMINISTRATION
DIVISION OF HEALTH QUALITY ASSURANCE

Forensic Toxicology Laboratory

This is to confirm that PRINCETON DIAGNOSTIC LABORATORIES OF AMERICA INC has complied has with the
adopted by the State of Florida, Agency for Health Care Administration, and authorized in Chapter 112, Florida Statutes
operate the following:

MEDTOX LABORATORIES INC
402 County Road D W
Saint Paul, MN 55112-3522

Using the following specimen types: Urine, Blood

EFFECTIVE DATE: 12/30/2021

EXPIRATION DATE: 12/29/2023

Simone Marstiller, Secretary
Agency for Health Care Adr

New York State Department of Health

FI: 3813

Clinical Laboratory Permit

CLIA: 24D0665278

MEDTOX Laboratories Inc
402 West County Road D
Saint Paul MN 55112

lker, Pharm.D.

Owner:
Medtox Scientific Inc

eby authorized to perform laboratory procedures at the above location in the following
gories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This
it shall become void upon a change in the director, owner or location of the laboratory,
and an application for a new permit shall be made to the Department.

Chemistry

Toxicology
Blood Lead-Comprehensive
Clinical Toxicology-Comprehensive
Forensic Toxicology-Comprehensive

Trace Elements
Ther. Sub. Mon./Quant. Tox.

Date: July 1, 2021
Date: June 30, 2022

Subject to Revocation
Permit Not Transferable

POST CONSPICUOUSLY

Serial: LAP 142482

DAVID Y. IGE
GOVERNOR OF HAWAII

ELIZABETH A. CHAR, M.D.
DIRECTOR OF HEALTH

STATE OF HAWAII
DEPARTMENT OF HEALTH
STATE LABORATORIES DIVISION
2725 WAIMANO HOME ROAD
PEARL CITY, HAWAII 96782-1496

In reply, please refer to:
File: EHASB/ SAT

July 20, 2021

Jennifer Colby, Ph.D.
MedTox Laboratories, Inc.
402 West County Road D
St. Paul, MN 55112

Dear Dr. Colby:

I am pleased to inform you that MedTox Laboratories, Inc. located at 402 West County Road D, St. Paul, MN 55112 is approved to do the following substance abuse testing of samples from the State of Hawaii:

1. Screening: Marijuana, Cocaine, Amphetamines, Opiates, Phencyclidine, Barbiturates, Methaqualone, Benzodiazepines, Propoxyphene, Methadone, and Alcohol.

2. Confirmation: Marijuana, Cocaine, Amphetamines, Opiates, Phencyclidine, Barbiturates, Methaqualone, Benzodiazepines, Propoxyphene, and Methadone, and Alcohol.

The effective date is July 1, 2021, and the approval is valid until June 30, 2022, subject to the following stipulations:

1. Your laboratory remains certified by SAMHSA, U.S. Department of Health and Human Services;

2. Your laboratory uses the same methodologies for samples from Hawaii, as used for SAMHSA samples; and,

3. Your laboratory follows Hawaii Administrative Rules 11-113, "Substance Abuse Testing by Laboratories" for testing samples from Hawaii, including the listed cut-off levels.

Sincerely,

Edward P. Desmond

Edward P. Desmond, Ph.D., D(ABMM)
State Laboratories Division Administrator

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner

Maine Department of Health and Human Services
Maine Center for Disease Control and Prevention
11 State House Station
286 Water Street
Augusta, Maine 04333-0011
Tel; (207) 287-8016; Fax (207) 287-9058
TTY: Dial 711 (Maine Relay)

September 30, 2021

REPRINT

Jennifer Moses Colby, Ph.D
MEDTOX Laboratories, Inc.
402 West County Road D
Saint Paul, Minnesota 55112

Dear Dr. Colby:

I am pleased to report to you that MEDTOX Laboratories in St. Paul, MN has been relicensed by the Maine Department of Health and Human Services as a **Substance Abuse Testing Laboratory** effective 03/01/2021. This license qualifies MEDTOX Laboratories to perform workplace substance of abuse testing under the provisions of Title 26, MRSA, sub-chapter III-A.

This license is subject to annual renewal and requires satisfactory performance in proficiency testing as defined in regulations in the above-mentioned law. Be advised, this department must be notified of any changes in personnel, particularly the Director and Certifying Officer(s).

Under such time as a license form is printed and issued to you, this letter will serve to demonstrate your status as a licensed testing facility under Maine law.

Please feel free to contact this office should you have any questions.

Sincerely,

Jennifer Jamison

Jennifer L. Jamison, Acting Operations Manager
Health & Environmental Testing Laboratory

License # SA121

MARYLAND
DEPARTMENT OF HEALTH
OFFICE OF HEALTH CARE QUALITY

LABORATORIES AND TISSUE BANKS
7120 SAMUEL MORSE DRIVE FL 2
COLUMBIA, MARYLAND 21046-3422

MEDICAL LABORATORY PERMIT

NON - EXPIRING

NUMBER: 486 EFFECTIVE DATE: 04/19/2019

Pursuant to the provisions of TITLE 17, subtitle 2, Health-General Article § 17-201 et seq., Annotated Code of Maryland, this permit is issued to:

MEDTOX LABORATORIES, INC.
402 West County Road D
SAINT PAUL, MN 55112

Director: KARLA WALKER
Owner: LABORATORY CORP OF AMERICA HOLDINGS

For the performance of Medical Laboratory Tests in the following disciplines:

Forensic Toxicology:
Toxicology: Job Related

Chemistry:
Toxicology: Drugs of Abuse, Toxicology: Heavy Metals, Toxicology: Therapeutic

Hematology - Excepted:
Hematocrit, Hemoglobin

CONTROL: **76370**

Patricia Tomsko May MD
Director

Falsification of a license shall subject the perpetrator to criminal prosecution and the imposition of civil fines.

STATE OF OKLAHOMA

Oklahoma State Department of Health

This is to certify that

MedTox Laboratories Inc.

Is Hereby Licensed to Conduct and Maintain a

Workplace Drug and Alcohol Testing Facility

Under the Name of

MedTox Laboratories, Inc.

Located At:

402 County Rd D West

St. Paul, MN 55112

Effective Date: 11/01/2021 Expiration Date: 10/31/2022

☑ Initial Drug Screening

☑ Urine ☐ Hair ☑ Saliva ☑ Blood

☑ Confirmatory Drug Testing

☑ Initial Alcohol Screening

☐ Breath ☑ Blood ☑ Saliva ☑ Urine

☑ Confirmatory Alcohol Testing

This license is issued pursuant to the provisions of the Oklahoma Statutes and of the rules and regulations adopted by the State Board of Health. It is issued only for the premises named above and is not transferable or assignable.

License No. 8057

Nena Wiist

Licensuer Official

Keith Reed

Keith Reed, MPH, CPH

Interim Commissioner of Health

CLINICAL LABORATORY PERM

pennsylvania
DEPARTMENT OF HEALTH

Pursuant to the act of September 26, 1951, P.L. 1539 as amended, a Permit to operate a Clinical Laboratory

Laboratory Identification Number: 05574A

Name and Director of Laboratory:

MEDTOX LABORATORIES INC
KARLA J WALKER, PH.D.
402 COUNTY ROAD D WEST
ST PAUL, MN 55112

Owner:

LABORATORY CORPORATION OF AMERICA HOLDINGS

ISSUE DATE: August 15, 2021

DATE EXPIRES: August 15, 2022

AUTHORIZED CATEGORIES/TESTS:

CLINICAL CHEMISTRY
TOXICOLOGY - ALCOHOL BLOOD
TOXICOLOGY - ALCOHOL SERUM / PLASMA
TOXICOLOGY - BLOOD LEAD
TOXICOLOGY - DRUGS BLOOD CONFIRMATORY
TOXICOLOGY - DRUGS BLOOD SCREENING
TOXICOLOGY - DRUGS SERUM CONFIRMATORY
TOXICOLOGY - DRUGS SERUM SCREENING
TOXICOLOGY - DRUGS URINE CONFIRMATORY
TOXICOLOGY - DRUGS URINE SCREENING
TOXICOLOGY - ERYTHROCYTE PROTOPORPHYRIN

Allison V. Beam

Allison V. Beam
Acting Secretary of Health

DISPLAY THIS CERTIFICATE PROMINENTLY
This permit is subject to revocation, suspension, or limitation for violation of the Act or the Regulations promulgated thereun

State of Rhode Island and Providence Plantations
DEPARTMENT OF HEALTH
Center for Health Facilities Regulation

MEDTOX LABORATORIES INC 402 WEST COUNTY ROAD D SAINT PAUL MN 55112

License Number: ***LCO00716***

ed to conduct and maintain an Out of State Clinical Laboratory in conformity with RIGL C23-16.2 and the d regulations prescribed thereunder. This license is subject to biennial renewal unless sooner suspended or The name on this license is the common name under which the licensee does business and may not reflect the legal license holder. Please call (401) 222-2566 for more information.

APPROVED SPECIALTY (IES)

Y, General Immunology,
try, Toxicology, HEMATOLOGY,

string

cilities Regulation

Nicole Alexander-Scott, MD, MPH
Director of Health

Issued: 09/14/2012

RATORY CORPORATION OF AMERICAN HOLDINGS

State of Rhode Island and Providence Plantations
DEPARTMENT OF HEALTH
Center for Health Facilities Regulation

MEDTOX LABORATORIES INC 402 WEST COUNTY ROAD D SAINT PAUL MN 55112
License Number: LCO00716

ed to conduct and maintain an Out of State Clinical Laboratory in conformity with RIGL C23-16.2 and the d regulations prescribed thereunder. This license is subject to biennial renewal unless sooner suspended or he name on this license is the common name under which the licensee does business and may not reflect the legal license holder. Please call (401) 222-2566 for more information.

APPROVED SPECIALTY (IES)

ry, Toxicology, HEMATOLOGY,

strong

Nicole Alexander-Scott, MD, MPH
Director of Health

ilities Regulation

Issued: 09/14/2012

RATORY CORPORATION OF AMERICAN HOLDINGS

ERMONT
MENT OF HEALTH

State of Vermont Department of Health

The Vermont Department of Health has designated

MedTox Laboratories, Inc.
St. Paul, MN

ze the body fluids or materials listed below for drugs, in accordance with 21 V.S.A. Chapter 5, Subchapter 11, §514-16, 518, 520, for a period of one year from the date shown below.

URINE

January 1, 2022
Date of Approval

CLINICAL AND PUBLIC HEALTH LABORATORY LICENSE

In accordance with the provisions of Chapter 3, Division 2 of the Business and Professions Code, the persons named below are hereby issued a license authorizing operation of a clinical laboratory at the indicated address.

MEDTOX LABORATORIES, INC

402 COUNTY ROAD D W,
SAINT PAUL, MN 55112-3522

STATE ID: CDS-00800020
SCAN QR CODE TO VERIFY LICENSE
OR VISIT: www.cdph.ca.gov/LFS

EFFECTIVE DATE: 09/30/2021

EXPIRATION DATE: 09/29/2022

LICENSE TYPE:
CLINICAL LABORATORY LI
CERTIFICATE OF DEEMED

CLIA ID: 24D0665278

OWNER/S:
LABORATORY CORPORATION OF AMERICA HOLDINGS

DIRECTOR/S:
WALKER, KARLA, J

DISPLAY: State law requires that the clinical laboratory license shall be conspicuously posted in the clinical laboratory.

CHANGE OF LABORATORY NAME, DIRECTOR, OWNER AND/OR ADDRESS:

State law requires that the laboratory owner and/or the director notify this office within 30 days of any change in ownership, name, location, or lab
If this office is not notified, your license may be revoked 30 days after major Owner and/or Director change.
If your license is revoked, you must cease engaging in clinical laboratory practice and apply for a new laboratory license.
To make these changes or to submit a new application, visit our website: https://www.cdph.ca.gov/LFS *(Go to Laboratory Facilitie*

Robert J. Thomas

ROBERT J. THOMAS
BRANCH CHIEF
LABORATORY FIELD SERVICES

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

METHADONE DRUG ANALYSIS LABORATORY LICENSE

In accordance with the provisions of Sections 1160 through 1196 of the regulations contained in Title 17 of the California Code of Regulations, the laboratory named below is hereby licensed to operate as a Methadone Drug Analysis Laboratory at the indicated address.

MEDTOX LABORATORIES, INC.
402 West County Road D
St. Paul, MN 55112

License Number: **2213**

Date License Issued: July 1, 2021

Expiration Date: June 30, 2022

Fee: $1371.00

Owner(s) or Administrator(s): Jennifer A. Collins, Ph.D.

Person responsible for the operation of this Methadone Drug Analysis Laboratory: Jennifer Moses Colby, Ph.D.

This license expires June 30, 2022. Application for renewal shall be submitted by April 1 of that year to:
California Department of Public Health, Food and Drug Laboratory Branch,
850 Marina Bay Parkway, G-365, Richmond, CA 94804-6403

Ohio | Department of Health

AUG 1 1 2021

Mike DeWine, Governor
Jon Husted, Lt.Governor

Stephanie McCloud, Director

Kelli McClary, QA Manager-Region
MedTox Laboratories, Inc.
402 West County Road D
St. Paul, MN 55112

RE: Clinical Lead Laboratory Approval Number C10059

Dear Kelli McClary:

The Ohio Department of Health (ODH) Lead Poisoning Prevention Program has reviewed your Clinical Lead Laboratory application. Your laboratory has met all of the criteria for approval as specified in Chapter 3701-82 of the Ohio Administrative Code (O.A.C.). Your laboratory approval number is C10059. The approval will expire on 9/10/2022.

O.A.C. 3701-82-02 (F)(1) requires you to notify ODH within twenty-four hours if for any reason your Clinical Laboratory Improvement Amendment (CLIA) accreditation is revoked, suspended or limited. Additionally, you shall notify ODH within five business days each time the laboratory's CLIA accreditation as a clinical laboratory is renewed or modified. O.A.C. 3701-32-14 (B) requires you to submit a copy of your tri-annual lead proficiency testing results to ODH within five business days of receiving the results.

Please submit the above required information by one of the following methods: first-class mail to the address listed below or electronic mail at lead@odh.ohio.gov.

Ohio Department of Health
Lead Poisoning Prevention Program
246 North High Street
Columbus, OH 43215

In addition, you are required to comply with the electronic reporting requirements outlined in O.A.C. 3701-30-05. Questions regarding this reporting should be directed to the Surveillance Coordinator for the Childhood Lead Poisoning Prevention Program at (800) 532-3723.

Pursuant to section 3742.16 of the Revised Code (R.C.), and in accordance with R.C. Chapter 119, I may propose to refuse to renew, or to suspend or revoke, the approval of any Clinical Lead Laboratory if at any time the laboratory does not meet the requirements of the O.A.C. or Chapter 3742 of the Revised Code.

If you have any questions about this approval letter, please contact John Belt at (614) 466-1450.

Sincerely,

Stephanie B. McCloud

Stephanie McCloud, Director of Health

TEXAS FORENSIC
SCIENCE COMMISSION
Justice Through Science
1700 North Congress Ave., Suite 445
Austin, Texas 78701

July 6, 2021

Kelly McClary
MEDTOX Laboratories, Inc.
402 West County Road D
St. Paul, MN 55112

RE: Application for Renewal of Texas Forensic Science Commission Accreditation under Title 37, Texas Administrative Code, Chapter 651.

Dear Dr. Collins:

With some exceptions, the Texas Code of Criminal Procedure, Article 38.35, requires Texas Forensic Science Commission ("FSC") accreditation as a predicate to the admission of the forensic analysis of physical evidence and expert testimony relating to the evidence in a Texas criminal case.

As the designee of the Texas Forensic Science Commission Presiding Officer, I have considered your application for renewal of accreditation and based on your national accreditation by CAP, grant full FSC Accreditation to MEDTOX Laboratories, Inc. for the following forensic discipline:

Forensic Discipline
Toxicology/Forensic Urine Drug Testing

The term of CAP accreditation is **2/5/2021 to 02/4/2023,** unless CAP extends its accreditation as part of a routine renewal process. The term of FSC accreditation is from **2/4/2019** until such time that the accreditation from CAP is no longer current.

FSC accreditation is contingent upon compliance with Title 37, Texas Administrative Code, Chapter 651, including requirements of reporting correspondence, reports or communication between the laboratory and the accrediting body. FSC accreditation will be automatically rescinded at the same date and time as CAP withdraws your laboratory accreditation.

Sincerely,

Leigh Tomlin

Leigh M. Tomlin
FSC Accreditation Program Administrator

State of Minnesota

BOARD OF PHARMACY
2829 UNIVERSITY AVE SE #530
MINNEAPOLIS, MN 55414-3251

HAS ISSUED

WHOLESALE DISTRIBUTOR LICENSE NUMBER: 362768 (ACTIVE)

To: LABCORP
MEDTOX LABORATORIES INC.
402 WEST COUNTY ROAD D
ST PAUL MN 55112

EFFECTIVE DATE
04/27/2021

EXPIRATION DATE
05/31/2022

State of Minnesota

BOARD OF PHARMACY
2829 UNIVERSITY AVE SE #530
MINNEAPOLIS, MN 55414-3251

HAS ISSUED

WHOLESALE DISTRIBUTOR LICENSE
NUMBER: 362768 (ACTIVE)

To: LABCORP

EFFECTIVE DATE 04/27/2021

EXPIRATION DATE 05/31/2022

ugs of Abuse Certificate

NSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

s laboratory has been found to be in substantial compliance with all parts of KAR 28-33-12, and is approved to perform Drugs of Abuse testing in the State of Kansas.

MedTox Laboratories
402 West County Road D
St. Paul, MN 55112-3522

ctive Date: 08/01/2021 Expiration Date: 07/31/2023

Carissa Robertson, M(ASCP)^{cm} Quality & Certification Section Chief
Kansas Health and Environmental Laboratories

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*   THIS REPORT WAS FORCE GENERATED BY BARBIRI - THE SAMPLE IS NOT COMPLETE
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31-Jan-2022 Clinical Reference Laboratory
14:54
CLIA #17D2005163, SAMHSA #0007, CAP #30211-03

XYZ COMPANY-TEST SAMPLES NAME: N/S SAMPLE ID:
T0025514
MEDICAL REVIEW OFFICER DOB: N/S COLLECTED:
01/30/22
123 MAIN ST ID: XXX-XX-XXX1 RECEIVED:
01/31/22
ANYWHERE, KS 00001 GENDER: N/S REPORTED: N/S
SLIP ID: 00T0025514 FAX: N/S
PH: N/S REF ID: 30C7 PANEL ID: 30C7
COLL. SITE ID: N/S BRANCH: TEST ACCOUNT1

REASON FOR TESTING: NOT SPECIFIED
SAMPLE TYPE: URN SUBSTANCE ABUSE SCRN

URINALYSIS VALUES	RESULT / STATUS		CUTOFF/EXPECTED
URN CREATININE	80.0		20.0-300.0 mg/dL
GENERAL OXIDANT	.....	NEGATIVE	200 ug/mL
ADULTA-PH	5.0	NORMAL	4.5-8.9

INITIAL TEST VALUES	RESULT / STATUS		CUTOFF/EXPECTED
6-AM (10/10)	.....	NEGATIVE	10 ng/mL
AMP/MAMP (500/250)	.....	NEGATIVE	500 ng/mL
COCAINE METABOLITE (150/100)	.....	NEGATIVE	150 ng/mL
COD/MOR (2000/2000)	.....	NEGATIVE	2000 ng/mL
OXYC/OXYM (100/100)	.....	NEGATIVE	100 ng/mL
MDMA/MDA (500/250)	.....	NEGATIVE	500 ng/mL
HYC/HYM (300/100)	.....	NEGATIVE	300 ng/mL
MARIJUANA METABOLITES (50/15	.....	NEGATIVE	50 ng/mL
PHENCYCLIDINE (25/25)	.....	NEGATIVE	25 ng/mL

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*   THIS REPORT WAS FORCE GENERATED BY BARBIRI - THE SAMPLE IS NOT COMPLETE
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*   THIS REPORT IS NOT INTENDED FOR EXTERNAL CLIENT DISTRIBUTION
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* SINCE TEST RESULTS MAY CHANGE AT ANY TIME
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8433 Quivira Road. Lenexa, Kansas 66215. (913) 492-3652

FCB: CLS.XYZ.XYZ1

[end of report]

New York State Department of Health

PFI: 8698

Clinical Laboratory Permit

CLIA: 17D2005163

Clinical Reference Laboratory, Inc
8433 Quivira Rd
Lenexa KS 66215

Director:
David J. Kuntz, Ph.D.

Owner:
Clinical Reference Laboratory Inc

is hereby authorized to perform laboratory procedures at the above location in the following categories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This permit shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Clinical Chemistry
(limited to specimen validity for drug testing)
Toxicology
Clinical Toxicology-Comprehensive
Forensic Toxicology-Comprehensive

Renewal
Effective Date: July 1, 2023
Expiration Date: June 30, 2024

Subject to Revocation
Permit Not Transferable

POST CONSPICUOUSLY

Serial: LAP 173506

New York State Department of Health

PFI: 4112

Clinical Laboratory Permit

CLIA: 17D0667123

Clinical Reference Laboratory Inc
8433 Quivira Road
Lenexa KS 66215

Director:
Shawn R Clinton, Ph.D.

Owner:
Clinical Reference Laboratory Inc

is hereby authorized to perform laboratory procedures at the above location in the following categories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This permit shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Clinical Chemistry
Cytokines
Diagnostic Immunology
Diagnostic Services Serology
Endocrinology
Genetic Testing
Molecular
Hematology
(excluding bone marrow aspirate examination)
Toxicology
Blood Lead-Comprehensive
Clinical Toxicology-Qualitative Testing Only
Trace Elements
Ther. Sub. Mon./Quant. Tox.
Virology

Renewal
Effective Date: July 1, 2023
Expiration Date: June 30, 2024

Subject to Revocation
Permit Not Transferable

POST CONSPICUOUSLY

Serial: LAP 173137

New York State Department of Health

PFI: 8070

Clinical Laboratory Permit

CLIA: 31D1004205

LabCorp Clinical Trials
750 Walnut Ave
Cranford NJ 07016

Director:
Steven M. Diamond, D.O.

Owner:
Laboratory Corporation of America Holdings

is hereby authorized to perform laboratory procedures at the above location in the following categories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This permit shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Cellular Immunology
Non-Malignant Leukocyte Immunophenotyping
Clinical Chemistry
Diagnostic Immunology
Diagnostic Services Serology
Endocrinology
Hematology
Cellular Hematology
Coagulation
Cytohematology Diagnostic
Oncology
Soluble Tumor Markers
Toxicology
Clinical Toxicology-Qualitative Testing Only
Virology

Renewal
Effective Date: July 1, 2017
Expiration Date: June 30, 2018

Subject to Revocation
Permit Not Transferable

POST CONSPICUOUSLY

Serial: LAP 97439

New York State Department of Health

PFI: 4573

Clinical Laboratory Permit

CLIA: 15D0647217

Labcorp Drug Development
8211 SciCor Drive
Indianapolis IN 46214-2942

Director:
Lucas H Rifkin, M.D.

Owner:
Labcorp Drug Development, Inc

is hereby authorized to perform laboratory procedures at the above location in the following categories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This permit shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Bacteriology
Blood pH and Gases
Cellular Immunology
Malignant Leukocyte Immunophenotyping
Non-Malignant Leukocyte Immunophenotyping
Clinical Chemistry
Cytokines
Cytopathology
Non-gynecological Testing
Diagnostic Immunology
Diagnostic Services Serology
Endocrinology
Genetic Testing
Molecular
(limited to molecular pathology)
Hematology
Histopathology
General
Mycobacteriology
Mycology
Oncology
Molecular and Cellular Tumor Markers
Parasitology
Toxicology
Clinical Toxicology-Comprehensive
Ther. Sub. Mon./Quant. Tox.
Virology

Renewal
Effective Date: July 1, 2023
Expiration Date: June 30, 2024

Subject to Revocation
Permit Not Transferable

POST CONSPICUOUSLY

Serial: LAP 176720

New York State Department of Health

PFI: 4377

Clinical Laboratory Permit

CLIA: 05D0548117

Laboratory Corporation of America Holdings
19750 S. Vermont Avenue, Suite 200
Torrance CA 90502

Director:
Changjun Yue, M.D., Ph.D.

Owner:
Laboratory Corporation of America Holdings

is hereby authorized to perform laboratory procedures at the above location in the following categories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This permit shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Histopathology
General
Oncology
Molecular and Cellular Tumor Markers

Renewal
Effective Date: July 1, 2023
Expiration Date: June 30, 2024

Subject to Revocation
Permit Not Transferable

POST CONSPICUOUSLY

Serial: LAP 173156

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*   THIS REPORT WAS FORCE GENERATED BY BARBIRI - THE SAMPLE IS NOT COMPLETE
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31-Jan-2022 Clinical Reference Laboratory
14:54
CLIA #17D2005163, SAMHSA #0007, CAP #30211-03

XYZ COMPANY-TEST SAMPLES NAME: N/S SAMPLE ID:
T0025513
MEDICAL REVIEW OFFICER DOB: N/S COLLECTED:
01/31/22
123 MAIN ST ID: XXX-XX-XXX2 RECEIVED:
01/31/22
ANYWHERE, KS 00001 GENDER: N/S REPORTED: N/S
SLIP ID: 00T0025513 FAX: N/S
PH: N/S REF ID: 30C7 PANEL ID: 30C7
COLL. SITE ID: N/S BRANCH: TEST ACCOUNT1

REASON FOR TESTING: NOT SPECIFIED
SAMPLE TYPE: URN SUBSTANCE ABUSE SCRN

URINALYSIS VALUES	RESULT / STATUS	CUTOFF/EXPECTED
URN CREATININE	80.0	20.0-300.0 mg/dL
GENERAL OXIDANT	..... NEGATIVE	200 ug/mL
ADULTA-PH	5.0 NORMAL	4.5-8.9

INITIAL TEST VALUES	RESULT / STATUS	CUTOFF/EXPECTED
6-AM (10/10)	..... POSITIVE	10 ng/mL
AMP/MAMP (500/250)	..... POSITIVE	500 ng/mL
COCAINE METABOLITE (150/100)	..... POSITIVE	150 ng/mL
COD/MOR (2000/2000)	..... POSITIVE	2000 ng/mL
OXYC/OXYM (100/100)	..... POSITIVE	100 ng/mL
MDMA/MDA (500/250)	..... POSITIVE	500 ng/mL
HYC/HYM (300/100)	..... POSITIVE	300 ng/mL
MARIJUANA METABOLITES (50/15	..... POSITIVE	50 ng/mL
PHENCYCLIDINE (25/25)	..... POSITIVE	25 ng/mL

8433 Quivira Road. Lenexa, Kansas 66215. (913) 492-3652

FCB: CLS.XYZ.XYZ1

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31-Jan-2022 Clinical Reference Laboratory
14:54
CLIA #17D2005163, SAMHSA #0007, CAP #30211-03

XYZ COMPANY-TEST SAMPLES NAME: N/S SAMPLE ID:
T0025513
MEDICAL REVIEW OFFICER DOB: N/S COLLECTED:
01/31/22

CONFIRMATION	RESULT / STATUS		CUTOFF VALUE
MS D-METHAMPHETAMINE %	100.0		
CODEINE LCMSMS (2000)	2000	POSITIVE	2000 ng/mL
MORPHINE LCMSMS (2000)	2000	POSITIVE	2000 ng/mL
PHENCYCLIDINE LCMSMS (25)	25	POSITIVE	25 ng/mL
THCA LCMSMS (15)	15	POSITIVE	15 ng/mL
6-AM LCMSMS (10)	10	POSITIVE	10 ng/mL
AMPHETAMINE LCMSMS (250)	250	POSITIVE	250 ng/mL
METHAMPHETAMINE LCMSMS (250)	250	POSITIVE	250 ng/mL
BZE LCMSMS (100)	100	POSITIVE	100 ng/mL
MDA LCMSMS (250)	250	POSITIVE	250 ng/mL
MDMA LCMSMS (250)	250	POSITIVE	250 ng/mL
HYDROCODONE LCMSMS (100)	100	POSITIVE	100 ng/mL
HYDROMORPHONE LCMSMS (100)	100	POSITIVE	100 ng/mL
OXYCODONE LCMSMS (100)	100	POSITIVE	100 ng/mL
OXYMORPHONE LCMSMS (100)	100	POSITIVE	100 ng/mL

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*   THIS REPORT IS NOT INTENDED FOR EXTERNAL CLIENT DISTRIBUTION
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*   SINCE TEST RESULTS MAY CHANGE AT ANY TIME
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8433 Quivira Road. Lenexa, Kansas 66215. (913) 492-3652

FCB: CLS.XYZ.XYZ1

[end of report]

New York State Department of Health

PFI: 9070

Clinical Laboratory Permit

CLIA: 31D2100446

Ameripath New York LLC
One Malcolm Avenue Suite A
Teterboro NJ 07608

Director:
Leza N. Gallo, M.D.

Owner:
AmeriPath New York LLC

is hereby authorized to perform laboratory procedures at the above location in the following categories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This permit shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Cytopathology
Non-gynecological Testing
Histopathology
General

Renewal
Effective Date: July 1, 2020
Expiration Date: June 30, 2021

Subject to Revocation
Permit Not Transferable

POST CONSPICUOUSLY

Serial: LAP 127173

Certificate of Accreditation

SAMHSA

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

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

Frances M. Harding
Director
Center for Substance Abuse Prevention

STATURG-01 MARIEGRIMM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2024

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 PGIS dba Schaefer Enterprises 77 Chambers Street, 3rd Floor New York, NY 10007	CONTACT NAME: PHONE (A/C, No, Ext): (877) 237-2481 FAX (A/C, No): (866) 453-9676 E-MAIL ADDRESS: info@seinewyork.com
INSURED Statcare Urgent & Walk In Medical Care, PLLC DBA Statcare and Nao Medical 17 E Old Country Rd Hicksville, NY 11801	INSURER A : Citizens Insurance Company of AMerica — NAIC # 31534 INSURER B : Hanover Insurance Group — NAIC # 22292 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PZBY-J678888-00	3/27/2024	3/27/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PZBY-J678888-00	3/27/2024	3/27/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			PUHY-J678917-00	3/27/2024	3/27/2025	EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Drug & Alcohol Testing Services

CERTIFICATE HOLDER

State of West Virginia
Department of Administration
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

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

New York State Department of Health

Clinical Laboratory Permit

PFI: 2556

CLIA: 33D0687350

Ameripath New York LLC dba Dermpath Diagnostics Pathology Associates

1133 Westchester Ave, Ste 331

White Plains NY 10604

Director:
Jason A. Cohen, M.D.

Owner:
Ameripath Inc

is hereby authorized to perform laboratory procedures at the above location in the following categories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This permit shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Histopathology
General

Renewal
Effective Date: July 1, 2023
Expiration Date: June 30, 2024

Subject to Revocation
Permit Not Transferable

POST CONSPICUOUSLY

Serial: LAP 173038

Certificate of Accreditation

Substance Abuse and Mental Health Services Administration
SAMHSA
www.samhsa.gov • 1-877-SAMHSA-7 (1-877-726-4727)

The Substance Abuse and Mental Health Services Administration

certifies that

Clinical Reference Lab

Lenexa, KS

NLCP Laboratory Number: 0007

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 21, 1989

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

DEPARTMENT OF HEALTH & HUMAN SERVICES • USA

Frances M. Harding
Director
Center for Substance Abuse Prevention

State of West Virginia
Centralized Request for Quote
Laboratory
1398235
DRUG AND ALCOHOL TESTING SERVICES

Nao Medical:
Statcare Urgent & Walk-in Medical Care PLLC
DBA **Nao Medical**
135 Mineola Blvd, Mineola, NY 11501

Principal Contact:
Priti Jain, MD
Priti@NaoMedical.com
516-695-7493

WEST VIRGINIA Department of Health & Human Resources

Table of Contents

1. Attestation

Submission of this form is an acknowledgement that I understand and agree to the following terms: This formal offer will remain firm and non-revocable for a minimum period of 180 days from the Proposal Due Date.

I, Priti Jain M.D, CEO of Nao Medical certify that, to the best of my knowledge, the supplied information for this proposal is true, accurate and complete.

2. Executive Summary

Statcare Urgent & Walk-in Medical Care PLLC (DBA Nao Medical) was founded on April 12, 2011, with the goal of revolutionizing medical care service and delivery by emphasizing Clarity, Thoughtfulness, and Respect. Our core values guide everything we do. Today, we have over 250 employees and multiple locations, serving health needs across NY and surrounding communities through our on-the-go program and locations. We have serviced over 1 million New Yorkers and are excited to continue to grow our footprint and connection to NY and its residents. Nao Medical is based in Mineola NY.

Nao Medical operates more than a dozen locations throughout all the NYC boroughs and Long Island, and we are continuously expanding. We are M/WBE certified with the city of New York and are in the process of obtaining our NY State MWBE certification and will be applying for Texas and Werst Virginia certifications. Nao Medical is a full-service Medical Center offering Urgent Care, Primary Care, GYN, Nutrition, Tele-med, Mental Health, and Occupational Health services. We have a free concierge service for our patient's health care journey. We are licensed in multiple states, multilingual, a fully staffed call center and after-hours care program. In addition to serving local communities with the best care, Nao Medical provides a wide range of services, including but not limited to:

- **Annual physicals**
- **Vaccines/Titers**
- **COVID-19 testing, Flu Testing**
- **Monoclonal Antibody Treatment/IV Hydration Infusions**
- **Telehealth appointments with extended hours**
- **Laboratory services, including STD and HIV screening and all other blood tests**
- **Mobile medical units for off-site testing**
- **Home care visits**
- **X-RAY (in select locations)**
- **Mental Health**
- **MAT (Suboxone therapy)**
- **Nutrition Services**
- **Immigration Services**
- **Occupational Health Services**
- **Drug & Alcohol Testing**

We offer all these services at any of our locations, 365 days a year, with no prior appointment necessary. Additionally, our mobile medical team can provide comprehensive care on-site at any remote location.

Nao Medical stands out as a full-service nationwide Third Party Administrator (TPA) for occupational health services, distinguished by its comprehensive approach that extends beyond traditional offerings. We offer an extensive range of health solutions tailored to meet the unique needs of businesses and their employees,

encompassing not only occupational health but also internal telemedicine services, virtual primary care, nutrition counseling, and mental health support.

Our services are meticulously designed to cater to the evolving health needs of the modern workforce. We provide a wide array of occupational health services, including but not limited to on-site COVID-19 testing, D.O.T. physicals, pre-employment and post-offer exams, tele-visits for employees, respiratory physicals, pulmonary function testing, digital x-rays, federal drug testing, wellness physicals, ergonomic assessments, and a comprehensive suite of vaccines and flu shots

What sets Nao Medical apart is our integrated approach to health care. Our capabilities are not just limited to addressing physical health concerns but also extend to supporting mental well-being, nutrition, and overall health maintenance. This holistic approach is facilitated through our telemedicine services, which ensure accessibility and convenience for all employees, thereby promoting a healthier, more productive workforce.

Moreover, our commitment to quality care is reflected in our operations and client support systems. Nao Medical's dedicated staff and specialized account management services ensure that our occupational health clients receive the highest quality of patient care. Open 365 days a year, including holidays, and with a network of conveniently located offices throughout the NYC area, we guarantee accessible and reliable services tailored to the needs of businesses

Our qualifications and extensive experience in the health sector underscore our capacity to serve a broad spectrum of health needs. With certifications in various medical and occupational health services and a solid background in providing comprehensive health solutions, Nao Medical is well-equipped to be a trusted partner in enhancing the health and productivity of your workforce

In conclusion, as your partner, Nao Medical is dedicated to minimizing unnecessary lost time, meeting federal regulations, managing OSHA recordables, and reducing workers' compensation costs. By choosing Nao Medical, you are opting for a partner that not only understands the intricacies of occupational health but is also committed to providing a full spectrum of health services to support the well-being of your employees.

3. Response to the Scope of Work

Nao Medical will comprehensively address all the requirements of the West Virginia Purchasing Division's RFP for the Jobs and Hope WV program. Here’s what Nao Medical commits to providing:

1. **Executive Summary**:

- Nao Medical will submit a detailed proposal outlining our ability to deliver extensive drug and alcohol testing services across all 55 counties in West Virginia, fully compliant with the provisions of the "Federal Funds Addendum."

2. **Scope of Services**:
   - We will provide a complete description of contract services tailored to meet the specific needs of the Office of Drug Control Policy (ODCP) and the Jobs and Hope WV program, ensuring adherence to SAMHSA standards and Title 49 CFR Part 40.

3. **Pricing Structure**:
   - Nao Medical will create a comprehensive pricing page compatible with the wvOASIS system, detailing competitive pricing based on estimated quantities and total cost considerations, including volume discounts or bundled services.

4. **Medical Review Officer (MRO) Services**:
   - Our proposal will detail the qualifications and responsibilities of our Medical Review Officers who are experienced in evaluating complex drug testing results and ensuring regulatory compliance.

5. **Operational Plan**:
   - Nao Medical will outline a robust operational plan for managing the statewide testing initiative, including logistics for mobile and fixed testing sites, staffing strategies, and the integration of technology for efficient scheduling and reporting.

6. **Compliance and Quality Assurance**:
   - We will affirm our commitment to strict compliance with all applicable federal, state, and local regulations, outlining our comprehensive quality assurance measures that ensure accuracy, privacy, and data security.

7. **Added Value**:
   - Nao Medical will highlight additional benefits we offer, such as community engagement, local employment opportunities, and innovative technological solutions that improve service delivery and effectiveness.

8. **Attachments and Supporting Documents**:
   - The proposal will include all necessary certifications, company policies, evidence of SAMHSA compliance, and other relevant documents to support the credibility and viability of our bid.

Nao Medical is dedicated to partnering with the West Virginia Department of Human Services and the Office of Drug Control Policy to effectively support and manage the Jobs and Hope WV program, aiming to facilitate recovery and rehabilitation through comprehensive and compliant drug and alcohol testing services.
Nao Medical is fully prepared and committed to meeting the detailed requirements set forth in the West Virginia Purchasing Division’s RFP for drug and alcohol testing services for the Jobs and Hope WV program. Below is an extensive and precise description of how Nao Medical will meet these mandatory qualifications and requirements:

Qualifications:
1. **Vendor Qualifications**: Nao Medical has over five years of experience in drug and alcohol testing, providing services that include DOT and non-DOT testing, ensuring compliance with all applicable standards and regulations. Proof of this experience and qualifications will be provided with our proposal documentation.

Mandatory Requirements:
2. **Service Initiation**: Nao Medical can begin drug and alcohol testing services within the 14-28 day window post-award, adhering strictly to the schedule required by the contract.

3. **Supplies and Equipment**: Nao Medical will provide all necessary forms, collection kits, and miscellaneous supplies essential for the collection, transportation, and analysis of urine specimens.
4. **Compliance with Standards**: We will comply with all medical standards; federal, state, and local government safety codes, laws, and regulations relating to drug and alcohol testing as stipulated by SAMHSA and the US Department of Transportation, following the collection protocols outlined in 49 CFR Part 40.
5. **Privacy and Confidentiality**: We ensure the collection of specimens meets the requirements of 49 CFR Part 40 concerning workplace drug and alcohol testing, maintaining privacy, confidentiality, and chain of custody across all collection sites, including the use of mobile collection vehicles or off-site collection facilities.
6. **Service Availability**: Nao Medical will provide scheduled service Monday through Friday, excluding West Virginia State Holidays, with locations open for a minimum of 4 hours between the hours of 7:00 AM ET and 5:00 PM ET.
7. **Rapid Response**: Our teams will arrive on location and be ready to conduct testing within two hours of the request for standard services and within four hours for mobile services.
8. **Trained Personnel**: All site personnel will be trained in compliance with 49 CFR Part 40 and engaged in the business of providing the required controlled substances and alcohol testing.
9. **Subcontractor Management**: Nao Medical will manage any subcontractors to ensure they have all necessary permits, certifications, experience, and insurance to perform the work. All subcontractor work will be appropriately annotated on submitted documentation.
10. **Laboratory and Testing Standards**: We will utilize a SAMHSA-certified laboratory for testing urine specimens using the split sample method. The laboratory will comply with all applicable regulations and have a quality control program in place that aligns with 49 CFR Part 40.
11. **MRO Services**: Our Certified Medical Review Officers (MRO) are licensed physicians with the necessary training to interpret and evaluate test results effectively. They are certified according to 49 CFR Part 40 and will provide timely confirmed test results.
12. **Account Management and Reporting**: Nao Medical will provide an account manager to address queries and resolve issues during normal business hours. Monthly recapitulations of the testing program activity will be provided, and a comprehensive listing will be sent to each respective Community Services Manager within ten calendar days monthly.
13. **Litigation Support and Expert Testimony**: Upon request, Nao Medical will prepare a litigation package and provide expert witness testimony regarding the testing procedures and results, ensuring compliance and support during legal challenges.
14. **Record Maintenance**: All records and documents related to the performance of work under this agreement will be maintained in accordance with 49 CFR Part 40 and professional accounting procedures for a minimum of five years or longer if required by litigation.

Nao Medical is dedicated to delivering high-quality, compliant drug and alcohol testing services that meet the extensive needs of the Jobs and Hope WV program, ensuring a robust and responsive approach to supporting the state's efforts in substance use disorder management and recovery.
Nao Medical will meticulously adhere to the outlined performance, payment, travel, facilities access, and vendor default protocols as stipulated in the Request for Quotation CRFQ BHS2400000006 for Drug and Alcohol Testing Services:

6. Performance:
- **Schedule for Performance**: Nao Medical will agree with the Agency on a schedule for the performance of Contract Services and Deliverables. In cases of an open-end contract, Nao Medical will perform according to the release orders issued against this Contract, ensuring timely and efficient service delivery.

7. Payment:
- **Payment Terms**: Nao Medical will accept payment per test or other units as detailed on the Pricing Pages for all Contract Services performed and accepted under this Contract.

- **Invoicing**: Monthly invoices will be submitted in arrears to the DHHR, including necessary documentation to determine the dates, types of tests, locations of tests, and costs per test, among other details. Nao Medical will adhere to state law which forbids the payment of invoices prior to the receipt of services and ensure all invoices meet the documentation standards to avoid rejection.

8. Travel:
- **Travel Costs**: Nao Medical will be responsible for all mileage and travel costs associated with the performance of this Contract. These costs will be incorporated into the flat fee or hourly rate provided in our bid, ensuring that no separate travel costs are billed to the Agency.

9. Facilities Access:
- **Access Requirements**: Principal service personnel will be issued access cards and/or keys as required to perform services.
- **Security Compliance**: Nao Medical will strictly adhere to the Agency's security protocols and procedures, control access cards and keys diligently, and immediately report any losses or security breaches.

10. Vendor Default:
- **Compliance and Rectification**: Nao Medical is committed to performing all Contract Services in accordance with the requirements and will swiftly remedy any deficiencies upon request.
- **Avoidance of Default**: Through meticulous management and adherence to all contractual specifications and applicable laws, Nao Medical will prevent instances of default.

11. Miscellaneous:
- **Contract Manager**: Nao Medical will designate a primary contract manager to oversee our responsibilities under this Contract. This manager will be available during normal business hours to address any customer service or contract-related issues.

- **Contact Information**:
  - **Name**: Jana Geyer
  - **Telephone Number**: 347-728-6848
  - **Fax Number**: 516-938-1554
  - **Email Address**: GeyerJ@naomedical.com

Nao Medical is dedicated to providing exceptional service and maintaining the highest standards of professionalism and compliance throughout the duration of this contract, ensuring that all services are delivered efficiently and effectively.

Nao Medical will fully adhere to and integrate the requirements outlined in the Federal Funds Addendum to ensure compliance with 2 C.F.R. §§ 200.317 through 200.327 for the use of federal funds in procurements. This detailed approach includes multiple critical commitments:

Understanding and Compliance with Federal Requirements:
1. **Contract Provisions**: Nao Medical will sign and abide by the "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" as a demonstration of our commitment to meeting federal procurement standards.
2. **Dual Solicitation Compliance**: Nao Medical recognizes this solicitation as encompassing both state-level and county/local procurements, each with distinct compliance requirements under federal and state regulations. We will ensure that our bid responses meet the respective criteria set out for both levels.

Engagement with Minority and Women-Owned Businesses:

3. **Affirmative Steps**: Nao Medical is committed to taking affirmative steps to assure the use of minority businesses, women's business enterprises, and labor surplus area firms. This includes:
   - Placing these businesses on solicitation lists.
   - Ensuring they are solicited whenever they are potential sources.
   - Dividing total requirements into smaller tasks or quantities to permit maximum participation.
   - Establishing delivery schedules that encourage participation by these businesses.
   - Using the services of organizations like the Small Business Administration and the Minority Business Development Agency.
   - Requiring our prime contractors to comply with these affirmative steps.

Domestic Preferences:
4. **Domestic Sourcing**: As required, Nao Medical will provide preference for the purchase of goods produced in the United States, following the stipulations under 2 C.F.R. § 200.322. This includes products like iron, aluminum, steel, cement, and other manufactured goods.

Breach of Contract and Remedial Actions:
5. **Breach Remedies**: Nao Medical acknowledges the contract remedies and penalties under 2 C.F.R. § 200.327 and Appendix II, which provide guidance on actions in the event of a contract breach, including termination for cause and other legal remedies.

Compliance with Labor Standards:
6. **Davis-Bacon Wage Rates**: For any construction work exceeding $2,000, Nao Medical will comply with the Davis-Bacon Act, ensuring wages are at least equal to prevailing wages as determined by the Secretary of Labor.

Environmental and Lobbying Restrictions:
7. **Environmental Compliance**: For contracts exceeding $150,000, Nao Medical will adhere to the Clean Air Act and Federal Water Pollution Control Act regulations, reporting any violations to the appropriate federal agency.
8. **Anti-Lobbying**: Compliance with the Byrd Anti-Lobbying Amendment is guaranteed, preventing the use of federal funds for lobbying purposes.

Overall Commitment:
9. **General Compliance**: Nao Medical commits to integrating all specified federal regulations into our operations and subcontract agreements. This ensures not only adherence to statutory requirements but also supports the broader goals of transparency, fairness, and responsibility in public procurement.

By meeting these comprehensive requirements, Nao Medical ensures that its contracts, operations, and subcontractor engagements comply with all applicable federal standards, supporting the state’s objectives in utilizing federal funds efficiently and ethically.

Nao Medical collection sites

CRL COLLECTION SITES
QUALITY DRUG TESTING - FAIRMONT
(3.81 Miles)

27 Middletown Rd
White Hall WV 26554-8103

ADVANTAGE OCCUPATIONAL/WV MOBILE DRUG TESTING
(13.76 Miles)
1370 Johnson Ave
Bridgeport WV 26330-1492

LAB WORXX LLC
(36.31 Miles)
70 Lebanon Ave Ste A
Uniontown PA 15401-4150

QUALITY DRUG TESTING - FAIRMONT
(20.02 Miles)
27 Middletown Rd
White Hall WV 26554-8103

LAB WORXX LLC
(21.06 Miles)
70 Lebanon Ave Ste A
Uniontown PA 15401-4150

ADVANTAGE OCCUPATIONAL/WV MOBILE DRUG TESTING
(29.57 Miles)
1370 Johnson Ave
Bridgeport WV 26330-1492

QUALITY DRUG TESTING - BECKLEY
(2.55 Miles)
207 Brookshire Ln
Beckley WV 25801-6729

QUALITY DRUG TESTING - CHAPMANVILLE
(46.11 Miles)
8 Airport Rd
Chapmanville WV 25508-9698
RELIANT DRUG TEST SOLUTIONS, LLC
(0.61 Miles)
3400 Teays Valley Rd Ste B

Hurricane WV 25526-8916

COMPASS OCCUPATIONAL MEDICINE
(8.44 Miles)
4115 1st Ave
Nitro WV 25143-1304

HHG DRUG TESTING - HUNTINGTON HOSPITALIST GROUP
(9.00 Miles)
221 4th Ave
Saint Albans WV 25177-2821
DR. J CHIROPRACTIC & WELLNESS CENTER
(10.15 Miles)
642 Cross Lanes Dr
Nitro WV 25143-1163

QUALITY DRUG TESTING - CHAPMANVILLE
(33.22 Miles)
8 Airport Rd
Chapmanville WV 25508-9698

AKME DRUG TESTING
(35.31 Miles)
3644 Louisa Rd
Catlettsburg KY 41129-1019

CHARTS ETC. INC DBA CHARTS D.O.T. COMPLIANCE / MEDSOURCE
(38.00 Miles)
407 Professional Cir
Ravenswood WV 26164-1357

Labcorp sites

WV	BERKELEY	MARTINSBURG	LABCORP AT WALGREENS	101 FORBES ROAD	25404	304-903-3323
WV	CABELL	HUNTINGTON	LABCORP	3135 16TH STREET RD STE 10	25701	304-523-9853
WV	FAYETTE	OAK HILL	OAK HILL PSC	497 MALL RD STE B	25901	304-403-4803
WV	GREENBRIER	RONCEVERTE	GREENBRIER PSC	1322 MAPLEWOOD AVE	24970	304-912-8990
WV	HARRISON	BRIDGEPORT	LABCORP	215 W MAIN ST	26330	304-842-7391
WV	KANAWHA	CHARLESTON	LABCORP	3701 MACCORKLE AVE SE	25304	304-925-5368

WV	KANAWHA	CROSS LANES	LABCORP AT WALGREENS	101 GOFF MOUNTAIN RD	25313	304-413-1499
WV	KANAWHA	SOUTH CHARLESTON	LABCORP	4825 MACCORKLE AVE SW SUITE B	25309	304-443-4900
WV	MARION	FAIRMONT	LABCORP	501 LOCUST AVE	26554	304-366-0291
WV	MARION	FAIRMONT	LABCORP	1322 LOCUST AVE	26554	304-366-0700
WV	MERCER	PRINCETON	LABCORP	150 COURTHOUSE RD STE 102	24740	304-425-0090
WV	MONONGALIA	MORGANTOWN	LABCORP	1311 PINEVIEW DR.	26505	304-598-9761
WV	OHIO	WHEELING	LABCORP	951 NATIONAL RD	26003	304-994-4899
WV	PUTNAM	HURRICANE	LABCORP	1207 HOSPITAL DR	25526	304-757-2976
WV	RALEIGH	BECKLEY	LABCORP	212 PROFESSIONAL PARK	25801	304-253-3559
WV	RALEIGH	BECKLEY	LABCORP	2401 S KANAWHA ST	25801	304-253-2185
WV	RALEIGH	BECKLEY	LABCORP	406 CARRIAGE DR	25801	304-255-2491
WV	WOOD	PARKERSBURG	LABCORP	3605 MURDOCH AVE	26101	304-422-2802
WY	NATRONA	CASPER	LABCORP	940 EAST 3RD ST #107	82601	307-265-8494

Quest Sites

1. MedExpress-Clarksburg (Preferred)
   Address: 101 EMILY DR, CLARKSBURG, WV 26301
   Distance: 17.23 mi away
   Phone: 304-623-5094
   Hours: Not provided

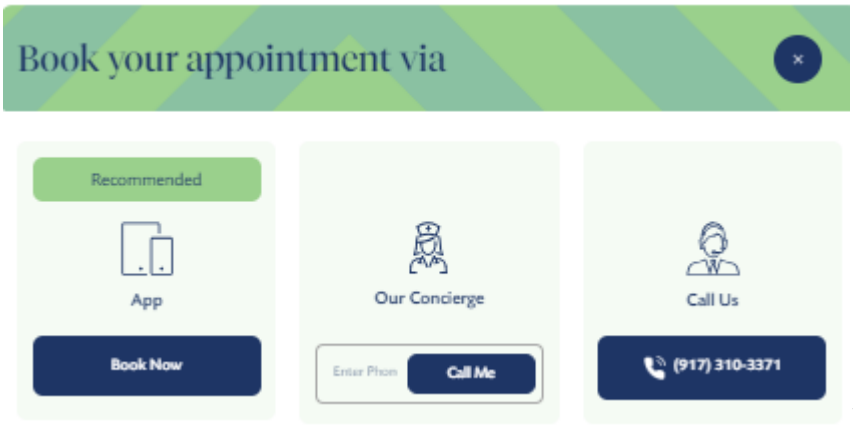
2. MedExpress-Morgantown (Preferred)
   Address: 956 Maple Dr, Morgantown, WV 26505
   Distance: 14.38 mi away
   Phone: 304-291-5805
   Hours: Not provided

3. Preston Memorial Hospital (Preferred)
   Address: 150 Memorial Dr, Kingwood, WV 26537
   Distance: Not provided
   Phone: Not provided
   Hours: Not provided

4. Preston Memorial Urgent Care (Preferred)
   Address: 12302 Veterans Memorial Hwy, Reedsville, WV 26547
   Distance: 14.61 mi away
   Phone: 304-980-2006
   Hours: Not provided

5. Waterfront Urgent Care, PLLC (Preferred)
Address: 215 Don Knotts Blvd, Ste 130, Morgantown, WV 26501
Distance: Not provided
Phone: 304-322-2077
Hours: Not provided

1. Nao Medical will provide scheduled access to collection sites with 24-hour availability within Werst Virginia. Nao Medical has a mobile unit that can be made available 24 hours a day. Nao Medical will have a portal & App that has collection site scheduling and availability and hours. This changes depending on the time of the year as collection site availability adjusts, Nao's call center and concierge service will also be able to schedule collection locations. Nao Medical will have a local on-call collector available 24/7 as needed.



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Nao Medical's preferred methods of of scheduling appointments is via our **1) website** https://naomedical.com/ or **2) download our app** https://app.naomedical.com/ both available 24/7 or our **3) concierge-service** https://naomedical.com/concierge-service/ **4) or our call center 917-801-2323 5) Local On-call hotline # TBD**

No membership fees or additional cost

Unlike other concierge services that charge high monthly membership fees, regardless if you use the service or not, our personalized concierge service is free for every Nao Medical member.

Once you've booked your first appointment with us you'll be paired with a Nao Medical healthcare assistant for life!

Laboratory Services-

Nao Medical prioritizes flexibility and client-centric service by retaining the right to adjust laboratory affiliations with the City of Werst Virginia's consent. This strategic approach enhances our service availability across a broader geographic area and extends our operating hours, thanks to the addition of more laboratory and collection sites. Currently, we collaborate with leading laboratory companies such as Labcorp, Drugscan, CRL, and Quest, all of which offer third-party collection sites capable of furnishing all necessary documentation. This expansive network ensures comprehensive coverage throughout the region, allowing us to serve a wider audience effectively.

Moreover, Nao Medical is open to forming partnerships with local, qualified laboratories to enrich our network further, ensuring optimal service accessibility and competitive pricing. Our primary goal is to be lab-agnostic, focusing on what's best for our clients and their unique needs. This approach underlines our commitment to being customer-centric, where decisions are made not only based on what is available but what is best for those we serve, ensuring they receive high-quality, efficient, and convenient service tailored to their specific requirements.

4. Nao Medical Value Added Services

Nao medical was founded by emergency room doctors who saw the need to keep patients out of the hospital and deliver care with our guiding principles of Thoughtfulness, Clarity, and Respect. Going to the doctors can be an overwhelming experience and our mission is to take the pain out of medicine. Focusing on preventative care, transparency, and patients first in a company founded and run by doctors with experience in medical

emergencies, primary care, urgent care, immigration services, civil surgeon, nutrition, mental health women's health sets Nao Medical apart with our wide offerings.

Nao Staffing Model:

We have developed a staffing model That tracks patients per hour and visits/calls per day that help us determine proper Drug Collector, PCA, MA, Scribe, Provider, Virtual support, and CBO staff including (Finance, Operations, HR, EA's, IT, Managers and Leadership) This gives us the ability and flexibility to understand and quickly adapt staffing as well as properly price services. Our HR team is constantly recruiting for our Tele-med and regular medical staff so we can expand quickly and manage our credentialing.

At Nao Medical, we understand that every business and organization is different. Therefore, we work closely with our clients to develop customized solutions based on their specific protocols and preferences.

Call Center:

Our call center is a centerpiece of our organization. It is already existing and fully operational and has all the infrastructure in place to expand. We currently have 25 employees in our QA, Patient delight, Concierge and Call Center and have a proven record of rapid scalability. This does not include our Tele-med department or our over 50 providers across all our platforms. During the height of Covid we handled over 150,000 inbound calls and over 35,000 outbound calls monthly.

Our call center staff and provider team all follow scripts and process flows for each service type. Our QA team monitors calls to ensure all staff follow our core values of Respect, Clarity and Thoughtfulness and creates a performance report card enabling us to better evaluate and train staff. We are open 5 days a week from 8am to midnight and weekends from 8am to 8pm and can open 24 hours as needed.

All Nao medical staff will adhere to Werst Virginia internal policies including but not limited to occupational health policies, enterprise information technology system policies, human resource policies and will incorporate those policies within our own HR and IT platforms.

Technology:

Nao Medical is a technology company at heart. We have a dynamic app, website and numerous systems in place that can be white labeled as Werst Virginia Drug and Alcohol Testing Services. Our concierge services are already built and functional and tied into our call center and other support services to enable a back office support network that can schedule appointments and provide connection to our after hours and tele-med departments, lab results, and patient follow up calls.

Mitigation plans: Nao Medical has much experience unfortunately with staffing and transportation issues. We currently operate 7 days a week with hours 8am to midnight and weekends from 9am to 1pm across a dozen locations and will deal with staffing issues daily. We have for the last decade dealt with Hurricanes, Floods, Covid Pandemic, Monkeypox, and everything else the region has seen.

Our Staffing Model focuses on actual hourly patient needs by provider and support staff. It is based on our more

than decade of experience in providing care that meets our core values. We have a fleet of vehicles that can shuttle test results and our staff if needed if transit is not available. We also can draw staff from our physical locations in emergencies. We currently have a staff of over 250 dedicated team members and move them daily to deal with staffing issues.

Daily Coordination: Nao Medical will have a dedicated member of our Senior leadership Team (SLT) to act as an "Executive Lead" with The Werst Virginia Drug Testing Services Program leads. This person will be the central point of contact for all program operations, and will be available for all daily meetings. The Nao Executive Lead will be a member of our SLT and have a direct connection to our CEO to resolve all issues that arise with the program and will be available any time that is needed. Furthermore, there will be a dedicated call line and staff across all our support teams including HR, IT, Patient Delight, Tele-med, Call Center, and our provider network. The Nao Executive Lead will adhere to the daily check in process and integrate it within our systems to ensure a seamless documented experience.

Minimum Access Patient Standards: Nao Medical currently exists across metro NYC and virtually beyond and services all populations in a competent manner in accordance with our core values of Respect, Clarity, & Thoughtfulness. These core values are our DNA! We have Spanish speaking providers and a translation service that gives us the ability to communicate with almost any language. This is in place and ready upon demand and is a part of our Tele-med and call center services. We can brand everything on our platforms as Werst Virginia seamlessly.

Pricing: The pricing and cost proposal we present considers all services, departments, support systems we have. Our proposal follows the format requested and we kept the pricing consistent across all durations requested and only adjusted prices to speed to ensure ability to move staff quickly to ensure proper staffing. Our proposal includes our services mentioned throughout this offering that are expanded beyond the requested proposal. Please see our Cost Proposal for more details.

Availability: Nao Medical is available NAO! We built our systems and Nao on-the-go to address current market conditions. We have the ability to service any type of account today and have a proven track record of ramping up quickly and can draw for our existing location provider pool if needed in emergencies. We would have a dedicated staff for this opportunity and can deploy and expand rapidly within 72 hours.

5. Cost Proposal

1. **All Inclusive Price for Observed Drug & Alcohol Screening (Mobile)**
   - **Quantity**: 3000 units
   - **Service Description**: Includes specimen collection, supplies, transportation, screening, and sharing of results, as per specifications 4.1.1-4.1.19.

2. **All Inclusive Price for Unobserved Drug & Alcohol Screening (Mobile)**
   - **Quantity**: 1500 units
   - **Service Description**: Includes specimen collection, supplies, transportation, screening, and sharing of results, similar to observed screenings but without observation, as per specifications 4.1.1-4.1.19.

3. **Hourly Rate for Witness Testimony by Collection Expert**
   - **Quantity**: 100 hours
   - **Service Description**: Hourly rate for in-person witness testimony by a collection expert, related to spec section 4.1.21.1.
   .

4. **Hourly Rate for Witness Testimony by Laboratory Expert**
   - **Quantity**: 50 hours
   - **Service Description**: Hourly rate for in-person witness testimony by a laboratory expert, related to spec section 4.1.21.2.

5. **Hourly Rate for Witness Testimony by MRO Expert**
   - **Quantity**: 25 hours
   - **Service Description**: Hourly rate for in-person witness testimony by a Medical Review Officer (MRO) expert, related to spec section 4.1.21.3.

6. **All Inclusive Price for Observed Drug & Alcohol Screening (Mobile) - Additional Allocation**
   - **Quantity**: 1500 units
   - **Service Description**: This mirrors the first line item but seems to represent an additional allocation for observed mobile screening.

7. **All Inclusive Price for Unobserved Drug & Alcohol Screening (Mobile) - Additional Allocation**
   - **Quantity**: 1500 units
   - **Service Description**: This mirrors the second line item but for an additional allocation of unobserved mobile screening.

See Bid Proposal

*Option to lower cost 30% by utilizing Leveraging Tier 1 sites for occupational health and medical services, particularly for drug and alcohol testing, offers a strategic approach to substantially lower costs. This methodology focuses on selecting a network of sites that are classified within the most cost-effective tier, thereby optimizing the balance between service coverage and expense management. Here are several key points highlighting the benefits and considerations of this approach:

Cost Efficiency

Reduced Testing Fees: Tier 1 sites typically offer lower pricing for similar services compared to Tier 2 or Tier 3 sites. By directing all services to these sites, overall testing costs can be significantly reduced.

Volume Discounts: Consolidating services to Tier 1 sites may also increase the volume of tests conducted at these locations, potentially unlocking volume-based discounts further lowering costs.

Geographic Coverage and Site Availability

Selective Geographic Coverage: While utilizing only Tier 1 sites can lower costs, it's important to assess the geographic distribution of these sites. Ensuring they align with the client's location needs is crucial for effective coverage. -

Site Availability and Convenience: The number of Tier 1 sites may be limited in certain areas. Assessing the availability and convenience for employees or candidates needing testing is essential to maintain a smooth testing process.

Service Quality and Turnaround Time

Consistent Service Quality: Tier 1 providers are typically well-established with a track record of reliable and quality service. Consistency in service delivery can enhance the testing experience for both the organization and the individuals being tested.

Efficient Turnaround Times: Leveraging Tier 1 sites often means more efficient processing and reporting times, critical for rapid decision-making in pre-employment screenings and compliance checks.

Strategic Partnership Opportunities

Strengthened Provider Relationships: Focusing on Tier 1 sites allows for the development of stronger relationships with a smaller set of providers, potentially leading to better service terms and priority support.

Customized Service Agreements: There may be more room to negotiate customized service agreements that cater specifically to the organization's needs, including pricing, billing, and reporting.

Implementation Considerations

Communication and Logistics: Effective communication strategies are needed to guide employees or candidates to the designated Tier 1 sites, including clear instructions and support for scheduling appointments.

Monitoring and Evaluation: Regular monitoring of service quality, cost savings, and participant feedback is important to ensure the strategy remains aligned with organizational goals and employee needs.

By strategically focusing on Tier 1 sites, organizations can achieve substantial cost savings while maintaining high-quality testing services. However, the success of this approach depends on thorough planning, evaluation of geographic coverage, and ongoing management of provider relationships and participant experiences.

7. Background and Organization

Number of Employees: 250+
Organizational Chart: Please review our attached Organizational Chart
Recently completed similar size projects or contracts: On Site Testing and Exams/Drug and Alcohol Testing/Covid Testing: Donors Choose, NYC Department of Probation, ACS, Segal Family Foundation, Amtrak, NYC Parks and many other similar accounts.
Medical License: Please see attached Medical Director License
Years in Business: 12+ since April 2011
Legal Issues: Nao Medical has no potential or pending litigation that could adversely impact our company or our ability to provide the goods or services being sought in this RFP. Nao Medical has no ongoing, or concluded within the last 5 years, inquiries, warnings, findings, or investigations of any governmental body with our company. Nao Medical has no governmental investigations, recalls, withdrawals or safety alerts of any good or service offered our company within the United States within the last two years
Background of Principles: Priti Jain M.D and Sandeep Jain M.D Founders of Nao Medical (Resumes upon request)

Two doctors, one vision

Where it all started

While working long shifts as a doctor in the ER, Dr. Priti Jain saw that there was a huge gap developing between emergency care and primary care – and she decided something needed to change. Beginning as a small family-run company with big ambitions, Dr. Jain combined forces with her partner, Dr. Sandeep Jain. Together, they worked tirelessly, seeing patients while growing the business.

Nao Medical was created to provide truly personal healthcare and to be a resource to the local communities and residents it serves. Today Nao Medical operates across ten locations, has over 300 employees, and is a walk-in medical practice that bridges the gap between emergency and primary care. We continue to grow, expanding our range of services to support even more people in all the ways we can.

8. References

Department of Probation is a current and former client (on site- Medical services)

Name	Title	Company Name	Phone #	Email
Eileen Parfrey Smith	Agency Chief Contracting Officer	Department of Probation	212-510-3790	epsmith@probation.nyc.gov
Yudelka Mendoza	Deputy Director of Certifications The Office of Human Resources	ACS	212-341-2560	Yudelka.Mendoza@acs.nyc.gov
Michael Wagner	Director for Permanency for Adoption and Foster Care	Children's Aid	646-912-3709	michaelw@childrensaidnyc.org
Harlean A. Dennis	Sr. Vice President Family Foster Care Programs	Mercy First	718.232.1500 x 2350	hdennis@mercyfirst.org

Deanna Tharpe	Network Development manager	Amtrak	512.439.3536	deannat@worksteps.com

nao*medical on the go

- We currently offer On the Go visits Across Metro NYC and Nassau County
- We have RV and medically stocked vans and cars ready to go
- On the Go visits can be booked through the app, concierge, or by calling our call center
- Our team can be on site in your location Nao!

The *future* of healthcare is nao*

- **Respect**
- **Clarity**
- **Thoughtfulness**

visit **naomedical.com**

nao*medical

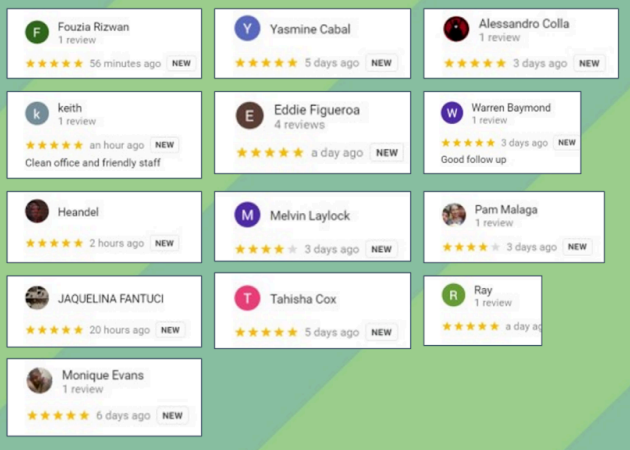
Nao Medical App

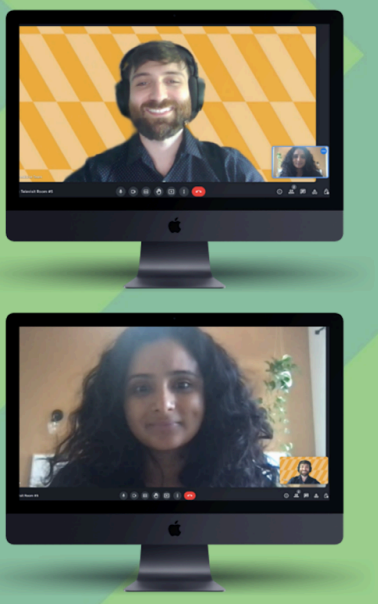
- 2 Factor Authentication
- New appointment flow design
- Link between app and website
- On the Go appointment flow
- Pre appointment forms
- PWA deployed
- In office waiting queue screens
- 305,000+ users

The *future* of healthcare is **nao***

nao*medical

Virtual Visits





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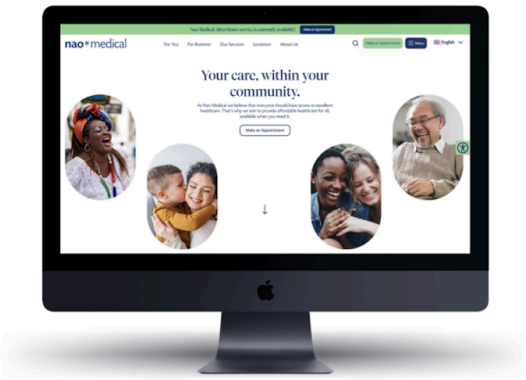
After Hours Service



nao*medical nao*medical

Summary:
Nao Medical's Response to RFP Evaluation Criteria and Selection for Werst Virginia

a. Pre-Employment Drug & Alcohol Testing Experience

Establishment and Background:

Nao Medical was established in 2011, positioning itself as a pioneering entity in integrated healthcare services with a notable emphasis on occupational health, including pre-employment drug and alcohol testing. Our integrated approach combines urgent care, primary care, and bespoke occupational health services, meeting and adapting to the evolving needs of our diverse clientele.

Specialty and Expertise:

We specialize in occupational health services, having developed a comprehensive program for pre-employment drug and alcohol testing. This program leverages our extensive experience to provide customized solutions aimed at enhancing workplace safety and compliance. Our dedicated team of healthcare professionals is committed to maintaining the highest standards of accuracy and reliability in testing, ensuring client satisfaction at every turn.

Identifying Information:

- **Name and Address:** Nao Medical, 135 Mineola Blvd, Mineola, NY 11501.
- **Type of Entity:** PLLC, showcasing our integrated approach to healthcare.
- **Principal Contact:** Priti Jain MD, priti@naomedical.com, 516-695-7493, who will serve as your dedicated point of contact for all contractual matters.

b. Personnel Qualifications

Our proposal includes a multidisciplinary team, carefully selected for their expertise in healthcare, laboratory management, and customer service, ensuring a holistic approach to Werst Virginia's project requirements. We are prepared to provide additional details about our team and client base as necessary.

c. Price Proposal

Our price proposal is tailored to Werst Virginia's needs, offering clear and competitive pricing for a comprehensive range of testing services. We are committed to delivering value without compromising on the quality of our services.

d. References and Projects

Our client portfolio showcases a wide range of public entities, reflecting our vast experience in executing complex occupational health services. We have meticulously selected each reference to demonstrate our capacity to meet and exceed client expectations in service delivery, project management, and successful outcomes.

This proposal not only underscores Nao Medical's extensive experience and specialized expertise but also highlights our dedication to transparency and client satisfaction. We are confident that our qualifications and commitment render us the ideal partner for Werst Virginia's occupational health requirements. Moreover, we are eager to provide further details about our team and extensive client base, ensuring Werst Virginia has a comprehensive understanding of the unique value Nao Medical offers.

We look forward to the possibility of discussing this proposal in greater detail and to the opportunity to demonstrate our unparalleled commitment to quality care and client satisfaction in the occupational health sector.This comprehensive response is designed to convey Nao Medical's capabilities, readiness, and eagerness to meet and exceed the expectations of Werst Virginia for their occupational health needs.

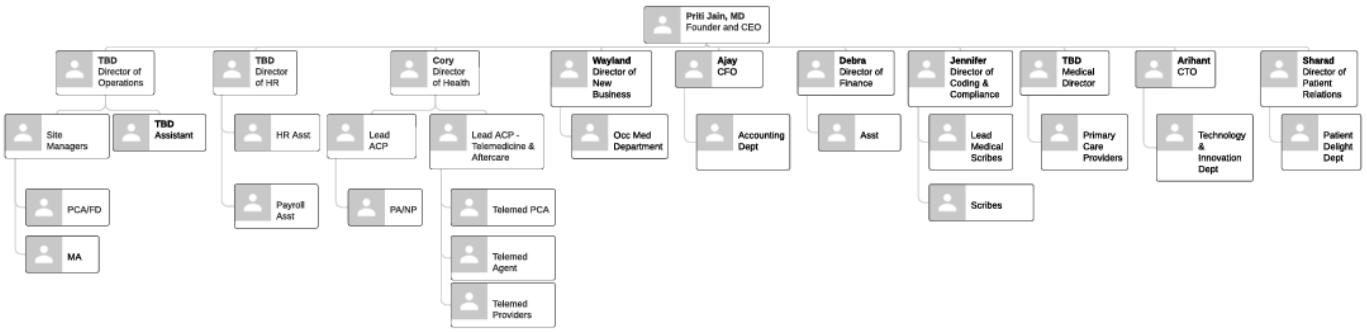
Nao medical is the perfect partner for Werst Virginia. We are ready Nao! We are operational Nao! We can handle the volume Nao! We have an on-the-go team ready to serve your locations, we offer a full medical care team, we have a full IT and back-office support team, we have a call center in operation that can handle surges

in all languages, We offer full service across Nutrition, Mental Health, Women's Health, Immigration Services, Urgent Care, Primary Care and Value Based Care. We appreciate the opportunity to submit this proposal.

Thank you for your consideration.
Nao Medical Team

Priti Jain MD
CEO Nao Medical
516-695-7493
Priti@NaoMedical.com

Organizational Chart



Process Flows

A. Drug Testing Services

1. **Compliance with Laws and Regulations**
  - Understand and stay updated with Federal, State, and Local laws concerning substance abuse testing.
  - Incorporate legal updates into operational procedures regularly.

2. **Ownership and Handling of Test Results and Data**
  - Define procedures for the secure entry, storage, and transfer of test results into Nao Medical's systems.
  - Establish agreements and procedures for the transfer of ownership of data to the Werst Virginia.

3. **Ensuring Legal Defensibility of Test Results**
  - Develop a standard operating procedure (SOP) for the maintenance of documentation related to specimen collection, chain of custody, and test results.
  - Implement security measures for laboratory access and specimen storage.
  - Establish quality assurance protocols for specimen testing.
  - Coordinate with AP&P for the provision of information and personnel for court proceedings.

B. Collection Sites

1. **Site Selection and Setup**
  - Identify potential locations within 20 miles of designated areas (AP&P offices, CCC, and TRC).
  - Assess and finalize sites based on compliance with requirements, accessibility, and potential for subcontracting or mobile testing services.

2. **Subcontractor Management**
  - Evaluate and approve subcontractors, ensuring they meet Nao Medical's standards and legal requirements.
  - Establish contracts and protocols for subcontractor operations, including data handling, reporting, and compliance with specific testing procedures.

C. Availability for Collection and Testing

1. **Operational Hours and Communication**
  - Define operational hours for urban and rural locations.
  - Establish protocols for communicating changes in availability to AP&P staff and Clients.
  - Set up a system for online and telephonic information dissemination regarding testing availability.

2. **Emergency and After-Hours Procedures**
  - Develop an emergency contact system, including email addresses and a toll-free number for urgent inquiries.

D. General Operations

1. **Client Identification and Referral Management**

- Implement a system for assigning identification numbers and random testing schedules upon referral.
- Design a referral confirmation process for out-of-hours referrals.

2. **Web and Telephone Check-In Systems**
- Develop a web-based and telephonic system for daily testing notifications and check-ins.

3. **Special Instructions Compliance**
- Establish a protocol for accommodating and tracking special testing instructions from AP&P.

E. Collection of Specimen

1. **Procedure for Collection**
- Create detailed SOPs for specimen observation, collection, handling, and testing, ensuring a continuous and reliable chain of custody.

2. **Training for Staff**
- Develop and implement training programs for staff on collection procedures, legal compliance, and customer service.

F. Testing

1. **Testing Methods and Substances**
- Finalize and document testing methods and substances to be tested.
- Establish procedures for conducting and reporting tests, handling positive results, and arranging confirmatory testing as needed.

G. Staff Training and Quality Assurance

1. **Comprehensive Training Program**
- Develop a training curriculum covering all aspects of the testing and collection process, legal compliance, customer service, and data handling.

2. **Quality Assurance and Continuous Improvement**
- Implement regular quality assurance checks and process improvements based on feedback, test results accuracy, and legal compliance reviews.

Each of these sections would be elaborated upon with specific steps, responsible parties, timelines, and tools/resources required. The aim is to ensure clarity, efficiency, legal compliance, and the highest standards of service quality. This structured approach will be integrated into an operational manual and training programs for Nao Medical staff, ensuring consistent and compliant execution of the scope of performance.

Train the Trainer Program

Enhanced OTETA D&A Training Outline

I. Introduction
- **A. Welcome and Participant Introductions:** Facilitate an icebreaker activity to build rapport among participants.
- **B. Training Objectives and Expectations:** Clearly outline what the training will cover and what participants can expect to learn.
- **C. Overview of OTETA Regulations:** Present a brief history and the significance of OTETA in promoting workplace safety.

II. Understanding Substance Abuse
- **A. Interactive Workshop on Substance Abuse:** Use case studies and interactive discussions to explore the definition, impact, and recognition of substance abuse.
- **B. Activity: Identifying Signs and Symptoms:** Small group activity to identify signs of substance abuse based on scenarios.

III. OTETA Compliance
- **A. Deep Dive into OTETA Regulations:** Utilize multimedia presentations to detail the specific OTETA regulations related to D&A testing.
- **B. Legal Obligations and Rights:** A lawyer guest speaker to explain legal obligations under OTETA and rights of both employers and employees.
- **C. Quiz:** An interactive quiz to reinforce learning on OTETA compliance.

IV. Drug and Alcohol Policies
- **A. Policy Development Workshop:** Guide participants through the development of effective D&A policies using a template.
- **B. Role-playing Communication of Policies:** Participants role-play scenarios involving policy communication and enforcement.

V. Employee Education and Training
- **A. Best Practices for Employee Training:** Share innovative methods and best practices for conducting effective employee education on D&A.
- **B. Designing an Education Program:** Groups design a mini-education program for different workplace settings.

VI. Drug and Alcohol Testing
- **A. Demonstration and Practice:** Demonstration of testing procedures followed by participant practice sessions.
- **B. Confidentiality Workshop:** Discuss and role-play scenarios involving confidentiality issues.
- **C. Managing Positive Test Results:** Case study analysis on handling positive test results and subsequent actions.

VII. Employee Assistance Programs (EAPs)
- **A. EAPs in Depth:** Explore the structure, function, and benefits of EAPs with a guest speaker from a successful EAP.
- **B. Accessing EAP Services:** Interactive discussion on promoting and facilitating access to EAP services.

VIII. Reporting and Documentation
- **A. Record-Keeping Exercise:** Hands-on exercise on maintaining and securing records according to OTETA standards.
- **B. Reporting Procedures:** Group activity to map out reporting flow and responsibilities.

IX. Role of Supervisors and Managers
- **A. Leadership in Substance Abuse Management:** Workshop on effective leadership and communication strategies for supervisors.
- **B. Supervisory Skills Building:** Interactive exercises on identifying and addressing substance abuse in teams.

X. Program Evaluation and Continuous Improvement
- **A. Evaluating Program Effectiveness:** Teach methods for evaluating D&A program effectiveness.
- **B. Continuous Improvement Planning:** Participants work on developing a plan for continuous improvement of D&A programs.

XI. Wrap-up and Resources
- **A. Q&A Panel:** Open floor for questions with a panel of experts.
- **B. Summary of Key Takeaways:** Recap the main points covered in the training.
- **C. Distribution of Educational Materials and Resources:** Provide participants with a package of materials for further learning.

XII. Closing and Feedback
- **A. Training Evaluation:** Participants complete a detailed evaluation form to assess training effectiveness.
- **B. Closing Remarks:** Thank participants for their engagement and encourage them to apply the knowledge gained.
- **C. Certificate Distribution:** Award certificates of completion to acknowledge participant achievement.

This enhanced outline introduces interactive elements, practical exercises, expert guest speakers, and multimedia resources to create a dynamic and engaging learning environment. It emphasizes not just the acquisition of knowledge, but also the development of skills and strategies for effective D&A program management in compliance with OTETA regulations.

Medical License: Priti Jain M.D (Supporting Providers & staff provided upon request)

SEE BACK FOR IMPORTANT INFORMATION

The University of the State of New York
Education Department
Office of the Professions

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: [redacted] Certificate Number: [redacted]

JAIN PRITI
[redacted]

is registered to practice in New York State through 02/28/2026 as a(n)
PHYSICIAN

LICENSEE/REGISTRANT

EXECUTIVE SECRETARY

COMMISSIONER OF EDUCATION

DEPUTY COMMISSIONER
FOR THE PROFESSIONS

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Qualifications and Client Experience:

A Check Global	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
A&E Containers	Workers Comp and Drug Testing
A24	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
ABC News	Covid Testing
ABM Aviation	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Above All Store Fronts Inc.	Covid testing & Physicals
ACS (Administration of Children's Services)	Drug screening & Physicals
Action Ambulette Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Adapthealth, LLC	TPA
Airseal Insulation Systems	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Ali Forney Center	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Align Pictures	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
All American School B'us - "EMPLOYEE PAYS"	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
All Foods Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Amark Express Services, Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Amazon	Drug Screening & Physicals
American Christmas	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Annex88	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Area Storage & Transfer Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Area Wide Protective ("AWP")	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Arrow Transfer & Storage Inc	D.O.T. physicals
Art Department /JS Reps Corp.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Astoria Generating Company	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Autel	Covid testing
Auto Chlor	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
AVA Companies	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
BDG Media, Inc	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Bedford Stuyvesant~~Stuyvsant~~ New Charter	COVID testing
Benchmark Quality Senior Living (Orchard)	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Berkshire Farms	Drug testing and Physicals
Big Fish	Covid testing
BinderyNYC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
BioIVT	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Bodega Pictures, LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
BookClub	COVID testing
BookClub	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Brilliant Air LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Briotix	Drug testing , physicals and breath alcohol testing
Bryght Young Things	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Canteen Vending - Compass Group	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Capri Holdings Limited	Covid Testing
Casey Creative Group	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Caso Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Centerbridge Partners, L.P.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Central Drug System (Sony, Fox, Ohyes)	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Chavez & Sons Logistics LLC.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Children's Aid	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Cinelease Inc.	Physicals, drug and breath alcohol testing, w/c injury care
CME CORP	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
COED STUDIOS, LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Commercial Concrete	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Commonwealth limo	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Concorde (BAC/COC)	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Coney Island Prep Public Charter SChool	Covid Testing
Continental resource	Covid Testing
Controlled Products System Group	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Corporate Health Resources	TPA
Cowan Systems LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Crestwood Country Day School and Camp	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Crown Lift Trucks Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
CVLT Production	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Delete Blood Cancer	D.O.T. physicals, drug and breath alcohol testing, w/c injury care

Designatronics	Fit for Duty Exam and Drug Testing
Disney/FX	Covid Testing
Distribution International	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Don Thomas Buses	D.O.T. physicals, BAT
DOODYMAN TO THE RESCUE, INC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Dreambear, LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
E & M Ice Cream Inc.	D.O.T. Physicals, drug and breath alcohol testing, w/c injury care
Efficiency Enteprises	D.O.T. physicals, drug and breath alcohol testing
Electric Lady Studios	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Eminent Consulting LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
EMPIRE	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Encore	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Entropico	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
European Granite & Marble Group, Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Eventure Production LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Evershource-HR Staffing	Physicals, injury care
Facility Transports (1stchoiceamb)	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
FAMAASH, Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
FEDEX Ground	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Ferrari Driving School Astoria	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Ferrari Driving School Brooklyn	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
First Advantage	Contractual several companies, variety of services
First Advantage	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
First Student - Freeport	D.O.T. physicals, drug and breath alcohol testing
Flagship Facility Service	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Florentine Films	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Flow Traders	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Foley MRO Services	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Food Direct	Injury care
Formfox Marketplace	Drug Testing
Gentle Giant Productions	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Get It Productions	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Gibson Entertainment Services, LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Golden Class Limo	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Gotham Ready Mix	Workers Comp and Drug Testing
Green Leaf Produce	Workers Comp and Drug Testing
Greenpoint Pictures	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Guardian Transportation	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Guitar Center	Covid testing
Hagan Daz E & M Ice Cream	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Half Moon Pictures	Covid Testing
Hendrickson Bus Corporation	Workers Comp and Drug Testing
Hey Baby	Covid Testing
Home Health Aid	Extensive physicals, injury care
Honor Society	Covid Testing
Horizon Health	Extensive physicals, injury care
iHeart Media	IV Infusions
Indsutrial Paper	Workers Comp and Drug Testing
Irish Arts Center	Covid testing
JANUARIE 1ST, INC	Covid testing
Jazz at Lincoln Center	Covid Testing
Jenna Transportation	D.O.T. physicals, BAT
JJ Keller & Associates	Drug testing
JN Production	Covid testing
Johnson Brothers	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
JONATHAN Y DESIGNS, INC	Covid testing
Judlau Contracting, Inc.	Covid Testing
Juice Press NYC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Junk Luggers	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
KEURIG / DR.PEPPER	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Koukla Productions, LLC - DBA FLASH RAPID TESTING	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Kozy Shack Brand	Injury care
Kozy Shack Brand (Land O" Lakes)	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Kranky Produktions	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Krystal Produce	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Land O' Lakes	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Marine Medical USA	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Markanne Transportation	Workers Comp and Drug Testing
Mary Pomilla (Multi Project Based)	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Men On The Move	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Mercy First	D.O.T. physicals, drug and breath alcohol testing, w/c injury care

Merola Tile	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Michael Kors	Covid testing

Modern Marvels	Covid testing
Molloy Bros Moving and Storage	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Monadnock Construction Inc	w/c, COVID testing
Mr. Hand Truck	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
National Aerospace Solutions	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
NATIONAL WASTE SERVICES	Workers Comp and Drug Testing
Navitas Healthcare LLC.	Physicals, drug and breath alcohol testing, w/c injury care
Nebraskaland	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Netflix	Covid testing
New York Blood Center	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
New York Foundation for Senior Citizens	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
New York Housing Authority	W/C Injury care
Norwegian Cruise Line	Physicals, drug and Stool testing
Nouveau Elevator	w/c, D.O.T., Covid testing
NY Lottery	Covid testing
NYC Department of Probation (Covid Testing)	Covid testing
NYC Department of Probation (Physicals)	Physicals
Omni Bridges	COVID testing
Osmos Utilities	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Oyster Rides	TLC Physical
Park Pictures	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Pepsi	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Pioneeer Meat	Injury care
Pitney Bowes/ Vertical Screen, Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
PIX PRODUCTIONS	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
PnP Automotive	Workers Comp and Drug Testing
Polsinello Fuels Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Pony Education	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Precision Environmental Inc.	Respiratory fit Testing
Precision Pipeline Solutions	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Preferred Home Care of NY	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
PrimeFlight Aviation Services	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Propark America New York, LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
PSEG (Corporate Health Resources)	Extensive physicals, injury care, Respiratory fit test Drug testing

Midland Steel	Workers Comp and Drug Testing

Pure Air	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Pure Medical Staffing (email invoice)	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Quality Metal	Workers Comp and Drug Testing
Queens and Main	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Queens Driving School	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Railroad Construction	Work injury Evaluation
Reliant Transportation	Workers Comp and Drug Testing.
Reyes-HB-Harriman-42	Drug Testing
Riverbay Corporation	Variety
Riverbay Corporation	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Robert Louis Stevenson School	COVID testing
Rochdale Early Advantage Charter School	COVID testing
RRI Personnel Solutions	Drug Testing
Scheme Engine	Covid testing
Scialli & Sons Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Scrap King	Workers Comp and Drug Testing
Segal Family Foundation	Covid Testing
Sid Wainer & Son	Drug Testing
Six West	Covid Testing
Solace Films	Covid Testing
SPX Cooling Technologies, Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Steinway & Sons	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Sterling Floor Designs	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Studio 6	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Superluminal Films	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Swissport North America	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Teq	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
the American Dream School	COVID testing
The Hallen Construction Company, Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
The Light	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
The New York Times	Workers Comp
Times Square Church	Covid testing
Tony's Fish & Seafood Corporation	Workers Comp and Drug Testing
Total Transportation	Workers Comp and Drug Testing
Town of Hempstead	Injury care, physicals drug screens

Triad Group LLC	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
TRU FILMS	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
UFCW Local 464A	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
Union Beer Distributors	**Workers Comp and Drug Testing**
Unit9	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
United Ag & Turf NE	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
UnitedHealth Group	**Physicals**
Universal Background Screening (AAA)	**Physicals drug testing**
UPS	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
Urban Assembly Charter School	**Covid Testing**
V O Montalvan Fence	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
Very Rare Producions	**Covid testing**
Vice	**Covid Testing**
Village Green A Carlisle Community	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
VLM Productions, LLC	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
W.B. Mason Company	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
Walt Disney Studios	**Covid Testing**
Waste Management	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
Water Lilies Fine Asian Cuisine	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
WB Mason Company	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
We are Good Company	**COVID testing**
Westside Foods	**Workers Comp and Drug Testing**
White Glove Staffing	**Extensive physicals, injury care**
Winter Brothers	**D.O.T. physicals, drug and breath alcohol testing, w/c injury care**
WW (Weight Watchers)	**Covid Testing**